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CURRENT TOPICS.

THE ORDER in Council further postponing the date of the operation of the Land Transfer Act, 1897, in the City of London to the 1st of July next will be found elsewhere.

THE FIRST SCHEDULE of the Workmen's Compensation Act, 1897, contains provisions for compensation (where the death of a workman results from an injury by accident in the course of his employment) (1) if the workman leaves any dependants wholly dependent upon his earnings at the time of his death, and (2) if he leaves dependants in part dependent upon his earnings. The question whether a wife wrongfully deserted by her husband, and maintaining herself by her own earnings, can be said to be "wholly or in part dependent upon his earnings" does not seem to have arisen. In one sense the wife was certainly not dependent upon his earnings, but she had no property of her own and had a legal right to support from the earnings of her husband. In France, where an enactment similar to the Workmen's Compensation Act was passed two or three years ago, it has just been decided by the French courts that the widow in such circumstances is entitled to compensation.

"THE MAGIC words 'Without prejudice,'" said KEKEWICH, J., in a case which was before him last week, "are used far more often in solicitors' letters than they ought to be, and without proper consideration or much significance." The case in which this observation was made (*Hogg* v. *Gray*, 7th March) was one of practice on which there appears to be no reported authority. The defendant asked, under R. S. C. ord. 19, r. 27, that a paragraph in the plaintiff's statement of claim should be struck out as "unnecessary, scandalous, and tending to prejudice and embarrass the fair trial of the action." But no statement of defence having been delivered, he could only shew the grounds for his motion by an affidavit as to the circumstances, and it was this affidavit which he proposed to read. KEKEWICH, J., however, said that the affidavit could not be read.

The objection must be found on the statement of claim itself, and to admit such an affidavit would be to invite very inconvenient discussions by affidavits on interlocutory applications. In this case the pleading which was complained of referred to an offer having been made by letters "without prejudice," accepted, and then dropped, without saying what the offer was. The argument of the defendant was that he was entitled to prove that the letters in question had been written "without prejudice."

THE CONSIDERED judgment of Lord ALVERSTONE, C.J., on the 3rd of March in the case of *Neal* v. *Gordon-Lennox* has excited much interest. The Lord Chief Justice held that an agreement made by the plaintiff's counsel for the reference of the action to an arbitrator must be taken to be within the apparent authority of counsel, and to be binding upon the plaintiff, although the agreement did not contain a provision which she had privately insisted upon as a condition of her assent to the agreement. The Chief Justice, however, referred to cases shewing that an order by consent can be set aside on the ground of mistake, and held that in the present case, the order being merely an interlocutory one, could be and ought to be set aside, though the case would have been different if the order had been for the final settlement of the action. Some difficulty may arise in applying this decision, for it is not always easy to distinguish between an interlocutory and a final order. But we cannot see why in the particular case the court had not power to set aside the agreement of reference under the Arbitration Act, 1889. By section 1 of that Act a submission, unless a contrary intention is expressed therein, shall be irrevocable unless by the leave of the court or a judge, and shall have the same effect as if it had been made an order of the court; and by section 16 the court or a judge shall as to references under order of the court or a judge have all the powers which are by the Act conferred on the court or a judge as to references by consent out of court. In *Aitken* v. *Batchelor* (62 L. J. Q. B. D. 193), where upon the trial of an action terms were agreed upon by both sides, and counsel on either side indorsed and signed their briefs to that effect, it was held that these indorsements constituted a submission to arbitration within the definition contained in section 27 of the Arbitration Act, 1889. It would seem, therefore, that the court had, under the words of the statute, a discretion to revoke the submission and rescind the order of reference upon a consideration of all the circumstances of the case. And this discretion could be exercised without regard to the fact that the order was an interlocutory order.

A CASE in one of the metropolitan police-courts in which the defendant was charged with forging a telegram is an illustration of the necessity of passing new enactments owing to the constant change in the usages of society. In a work published more than twenty years ago by one of our best-known novelists, the heroine receives a telegram purporting to come from her lover, in which he says that he has lost everything at the gambling tables and asks for assistance. This telegram was in fact sent by an unscrupulous rival, who was thus enabled for some considerable time to alienate the affections of the young lady. We do not know whether this story was founded on something which had actually occurred, or what were the circumstances which led to the passing of section 11 of the Post Office (Protection) Act, 1884 (47 & 48 Vict. c. 76). By this section "every person who forges, or wilfully and without due authority alters, a telegram, or utters a telegram knowing the same to be forged, or wilfully and without due authority alters, or who transmits by telegraph as a telegram, or utters as a telegram, any message or communication which he knows to be not a telegram shall, whether he had or had not an intent to defraud, be guilty of a misdemeanour." It may possibly have been thought that forged telegrams could be sent with less risk of detection than forged letters, though it is not easy to see how this could be the case, for the telegram, like the letter, would have to be written in a feigned hand, and there would be the chance that the clerk at the post office might remember the person who handed in the telegram. But in any case the receiver of the telegram would be more easily deceived than he would be if he received a forged letter, the handwriting of which was different from that of his supposed correspondent. The only case under the section which we can find is one which came before the Divisional Court in February, 1894, where the defendant was charged with sending a telegram purporting to come from another person of his name, and stating that the defendant had committed suicide. The essence of the section is the sending of the spurious telegram "whether the defendant had or had not an intent to defraud," and it is no doubt intended to include cases where the message is not sent with the object of obtaining money or credit, but in furtherance of some purpose which could in all cases be ascertained.

WE NOTICED last year (45 SOLICITORS' JOURNAL, 761) the decision of the Scotch Court of Session as to the domicil of the late Sir W. CUNLIFFE BROOKS, and we quoted from the judgment of Lord Low his ruling that, in deciding the question of domicil where an Englishman has long had his place of residence out of England, "it was necessary, in order to establish that he had lost his domicil of origin, to prove, not only that he took up his residence in the country in which he was alleged to have acquired a domicil as his sole or chief residence with an intention of continuing that residence, but also that it was his intention to acquire a domicil there and to abandon his domicil of origin." The Court of Appeal has this week had a similar question before it in reference to the late HARRY EMANUEL, afterwards BARON DE ALMEDA, whose domicil of origin was English, but who had resided in Paris since 1879, and gave up his London house in 1880. Mr. Justice COZENS-HARDY had decided that his domicil at his death was English, and on appeal the Court of Appeal affirmed this decision. The Master of the Rolls in his judgment said: "A person could not acquire a new domicil without abandoning the old domicil. There must, therefore, be an abandonment of the old domicil before there could be an acquisition of a new domicil"; and he further said that "mere residence, however long, did not shew an abandonment of the old domicil and the acquisition of a new one; but it must be taken into consideration as one fact in determining the question." Finally, he said that, taking all the facts together, the presumption in favour of the English domicil of origin remained unchanged. It was argued in this case, as in the Scotch case, that permanent residence in a new place with the intention of remaining there permanently or for an indefinite time, was sufficient to create a new domicil whatever the other facts might be, but this argument did not commend itself to the Court of Appeal, any more than it did to the Scotch court.

IT IS worth while to call attention to the decision of SWINFEN EADY, J., in *Re Norris* (*ante*, p. 248), which raised an interesting point as to the right of a solicitor to make the ordinary scale charges, including the negotiating fee, where he advances money on mortgage to a client. Prior to the Mortgagees' Legal Costs Act, 1895, it had, as is well known, been held that the solicitor upon such a transaction was not entitled to charge profit costs (*Re Roberts*, 38 W. R. 225, 43 Ch. D. 52). But by the Act, which was passed expressly to remedy this inconvenience, any solicitor to whom a mortgage is made is entitled to receive for all business transacted "in negotiating the loan, deducing and investigating the title to the property, and preparing and completing the mortgage, all such usual professional charges and remuneration as he would have been entitled to receive if such mortgage had been made to a person not a solicitor," and the solicitor had been retained and employed in the matter. Do these words enable the solicitor to charge the negotiating fee? In *Re Norris* the taxing-master had disallowed the fee on the ground that the solicitor could not negotiate with himself. But though the argument is specious, it does not explain how the case is to be excluded from the express words of the Act. The negotiating fee is specifically indicated as one of the charges which is to be allowed exactly as if the mortgage had been made to a third party, and the solicitor had acted for such third party. In the hypothetical case the solicitor would be entitled to the fee, and he takes it therefore by virtue of the Act, although he advances

the money himself. Under Schedule I., Part I., r. 11, to the Remuneration Order, indeed, the fee is only payable when the solicitor "arranges and obtains the loan from a person for whom he acts," but this condition is satisfied by the words of the Act. Mr. Justice SWINFEN EADY accordingly held that the fee was chargeable. It should be added that the solicitor, as the learned judge stated, in fact arranged for the payment off of a previous mortgage, advancing the money for this purpose himself.

THE LEICESTER Guardians have acquired a most unenviable notoriety by their efforts to obstruct the course of the law relating to vaccination. They have already had one or two bad falls in their contests with the law, but probably the recent decision of a Divisional Court in the case of *Moore* v. *Keyte* will prove to be the final blow to their mistaken zeal in this direction. Certainly the country at large, if not their own borough, owes some thanks to these guardians for obtaining from the High Court this very important decision—a decision which is additionally important in view of the present epidemic of small-pox. The Guardians of Leicester not long ago passed a resolution condemning their vaccination officer for prosecuting offenders without their authority, and forbidding him to do so in the future. In spite of this, the officer did prosecute in the present case and the defendant was convicted. This was an appeal from that conviction on the ground that the vaccination officer had no power to prosecute under the circumstances; and the question for the High Court was whether or not his appointment as vaccination officer gave him implied power to prosecute without the authority of the guardians. Fortunately for the public (if there are many boards of guardians like that of Leicester), the court has decided that it was his duty to prosecute even though the guardians forbade him so to do. This carries the law a step further than it was taken by *Bramble* v. *Lowe* (1897, 1 Q. B. 283). It was argued in that case that the officer could not prosecute without specific direction from the guardians in each particular case, and this seems to have been a very general opinion. Such was the law under the Vaccination Act of 1867, but this state of things was altered by the Act of 1871, and the court held that the officer might prosecute offenders under a general authority from the guardians to take proceedings against persons in default. Now it has been decided that the officer has power to take proceedings even if forbidden by the guardians, so that the vaccination officer is now practically freed from the control of the guardians although he is appointed and paid by them. Fortunately, however, as provided by the Vaccination Order, 1898, the guardians have no power to remove an officer without the consent of the Local Government Board; neither is the amount of his remuneration under the control of the guardians. Under the same order, too, which has statutory authority, it is laid down as the positive duty of the officer to take proceedings for the enforcement of the law. It seems, therefore, that in future boards of guardians will find it somewhat difficult to impede the course of the law. A further point raised in *Moore* v. *Keyte* was that it is necessary for the prosecution to prove that the public vaccinator had visited the house of the child (as required by the Act of 1898), and that the notices required by the statute had been given to the defendant. Objections of this kind could no doubt be raised by way of defence, and if established would probably amount to a "reasonable excuse" within section 29 of the Act of 1867. But where no such defence is raised, it would be idle to require the prosecution to incur the expense of proving that the procedure under the Acts has been strictly followed. The attempt of the guardians to overide the will of the Legislature had very little to support it, and was foredoomed to failure.

IN THE CASE of *Foulger* v. *Arding* (*Times*, 13th inst.) the Court of Appeal (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) have disallowed the somewhat refined distinction upon which the Divisional Court (Lord ALVERSTONE, C.J., and LAWRANCE, J.) (49 W. R. 442; 1901, 2 K. B. 15) exempted a lessee from liability to pay for sanitary improvements under the covenant to pay rates and taxes. The covenant was to "pay and discharge all taxes, rates, including sewers and main drainage assessments, and impositions whatsoever, which now are or which at any time or times hereafter may, during the continuance of the said term hereby granted, be taxed or rated, assessed, charged, or imposed upon or in respect of the said premises or any part thereof, on the landlord, tenant, or occupier of the same premises by authority of Parliament or otherwise howsoever." Now, with regard to such a covenant, it is clear that the court will, if possible, construe it so as to throw recurring charges on the tenant and capital charges on the landlord (*Wilkinson* v. *Collyer*, 32 W. R. 614, 13 Q. B. D. 1), and it will do this if the general words extend only to "rates, taxes, and assessments." On the other hand, it is equally clear that certain other words, such as "burdens," "duties," and "outgoings," are of more general import, and they have been styled words of indemnity, inasmuch as their effect to is compel the tenant to indemnify the landlord against all expenses: *Crosse* v. *Raw* (23 W. R. 6, L. R. 9 Ex. 209), *Budd* v. *Marshall* (5 C. P. D. 481). And they have been held to include charges under Public Health Acts which by statute are primarily cast upon the lessor, even though the words "charged on the lessor" are not inserted in the covenant: *Brett* v. *Rogers* (45 W. R. 334; 1897, 1 Q. B. 525). On the other hand, the word "impositions" has not hitherto had so wide an effect given to it, and a covenant to pay and discharge (*inter alia*) impositions payable in respect of the demised premises has been held not to include paving expenses recoverable by the public authority from the lessor: *Tidswell* v. *Whitworth* (15 W. R. 427, L. R. 2 C. P. 326). Though if the covenant extends to impositions imposed on the demised premises, *or on the lessor in respect of the premises*, the result is different, and the lessee has been held liable: *Smith* v. *Robinson* (41 W. R. 588; 1893, 2 Q. B. 53). In *Foulger* v. *Arding* (*supra*) the Divisional Court treated the decision in *Smith* v. *Robinson* as due to the presence in the lease of a ovenant by the lessee to repair. The nuisance which had to be remedied was due to a breach of this covenant, and since there was no such covenant in *Foulger* v. *Arding*, the lessee was exempted. But the Court of Appeal have gone upon a broader construction and, taking the words in their natural meeting, have treated the charge for sanitary improvement required by the local authority as an imposition imposed on the lessor in respect of the premises. The decision rests on the inclusion in the covenant of the words "on the lessor," but its tendency is to make "impositions" a word of indemnity, and it will probably be necessary before long to see how far it is reconcilable with *Tidswell* v. *Whitworth*. The cases, as ROMER, L.J., observed, are in an unsatisfactory condition, and it is worthy of consideration whether the matter should not be regulated by legislative enactment.

A NOVEL and interesting point affecting the right of commoners was decided by KEKEWICH, J., in the case of *Re Gervis* (reported elsewhere). A summons was taken out by the Commoners of the Manor of Holne, in the county of Devon, asking for payment out to them of a sum of £422, paid into the bank by the Paignton Urban District Council as compensation money for the extinction of commonable rights over certain property, forming part of Holne Moor, compulsorily purchased by the council under their statutory powers. The principal statutory authority dealing with compulsory purchase of common or waste lands is contained in sections 99-107 of the Land Clauses Consolidation Act, 1845, which provide the necessary machinery for purchasing such lands. Section 102 provides that "the promoters" may call a meeting of the commoners for the purpose of appointing a committee, who have power to treat with the "promoters" as to the amount of compensation money to be paid for the extinction of the commonable rights, and also provides how such committee is to be formed. Where such a committee is appointed, the course is clear, the committee being empowered to bind the rest of the commoners by their agreement with "the promoters," and to apportion the compensation money among the parties interested. Provision is also made for cases where the committee and the promoters fail to agree. But where no such committee is appointed (as in the present case) a difficulty arises. Section 106 provides that in such a case the amount of

compensation money shall be determined by a surveyor to be appointed by two justices. Section 107 further provides that upon payment to the committee, or in cases where no committee is appointed, upon deposit in the bank of the compensation money, when ascertained, "the promoters" may execute a deed-poll, and thereupon the lands in question shall vest in the undertakers free from all such commonable rights; and the section proceeds: "It shall be lawful for the Court of Chancery, by an order to be made upon petition, to order payment of the money so deposited *to a committee to be appointed as aforesaid*, or to make such other order in respect thereto for the benefit of the parties interested as it shall think fit." The difficulty arises owing to the words in italics. In the case in question no committee had been formed, but a surveyor had been duly appointed who ascertained the amount of compensation money payable, and, at the request of all the commoners, apportioned the compensation money among the parties interested in proportion to their respective interests. The chief question to be decided was whether the court had jurisdiction to order payment out of the compensation money in any other way than through a committee in accordance with section 107. KEKEWICH, J., held that he had power to order payment out to the plaintiffs, upon the ground that, as in section 106 of the Act the Legislature clearly contemplated that a committee might not be appointed, they must also be taken to have contemplated the possibility of a committee not being appointed under section 107; and that, accordingly, in section 107 two alternative courses were provided, and the court had power to pay the money out to a committee, or where no committee has been appointed, to make such order, for the benefit of the parties interested, as it should think fit. He accordingly ordered the money to be paid out to the plaintiffs in the proportions awarded them by the surveyor. It appears that the question has not been previously decided, owing, it is presumed, to the fact that a committee is usually, if not always, appointed in such cases, as was done in the case of *Richards* v. *de Winton* (50 W. R. 87).

A FURTHER question arose as to whether there was sufficient evidence that all the parties interested were before the court. In *Richards* v. *de Winton* it was held that, where a committee had been appointed to receive the compensation money in respect of the extinction of commonable rights, the committee, or in cases of difficulty, the Board of Agriculture, as the successors of the Inclosure Commissioners, were the proper tribunal to determine who were the parties interested in such money and what were their interests, and that, in the absence of misconduct, the court had no original power to interfere with the jurisdiction of either body, and in that case an action brought against the committee of commoners by a person who claimed to be entitled, as sole commoner, to the whole of the compensation money, was dismissed for want of jurisdiction. But the decision in *Richards* v. *de Winton* does not apply to the present case, no committee having been appointed, and the court was accordingly able to consider the question as to the sufficiency of such evidence. The evidence consisted of affidavits of the surveyor, and of the presentment of a Court Baron of the Manor of Holne, which was held by direction of the master in order to ascertain of whom the commoners consisted. The whole of the persons found to be commoners were plaintiffs to the summons, and his lordship was satisfied with the evidence. The acceptance of a finding of a court baron of a manor as evidence in a court of justice is, of course, well established (*cf.* Taylor's Law of Evidence, p. 1050*n*), but it must of necessity be of rare occurrence. In Buller's *Nisi Prius* (7th ed.), p. 246*b* (published in 1817) it is stated that "the rolls of a court baron are evidence, for they are the public rolls by which the inheritance of every tenant is preserved; and they are the rolls of the manor court, which was anciently a court of justice relating to all property within the district. So, too, an examined copy of the court roll is good evidence, if sworn to be a good one." So far as we are aware, however, in no reported case have the rolls of a court baron been produced as evidence, and the passage cited above from Buller does not give any reference to any reported case.

A NOVEL point upon the effect of a covenant not to assign a lease without the consent of the lessor was raised in *McEacharn* v. *Colton* (1902, A. C. 104) before the Privy Council recently. The general rules with regard to such a covenant are well established, and in general it is a sufficient guarantee that the premises shall not be allowed to pass under the control of an undesirable lessee. But suppose there has already been an assignment with the necessary consent, and that then it is desired to re-assign to the original lessee. The argument in favour of allowing the assignee to make such an assignment without applying for the lessor's licence can be stated in a plausible form. The premises are merely being put back under the control of the man whom the lessor himself accepted in the first instance, and who is still personally liable on the covenants in the lease. The assignee's liability, on the other hand, is in its nature limited to his possession of the lease, and he is entitled to terminate it by a further assignment. But the matter is really settled, as Lord MACNAGHTEN pointed out in delivering the judgment of the Privy Council, by the consideration that the covenant not to assign without consent runs with the land: *Williams* v. *Earle* (L. R. 3 Q. B. 739). This being so, it is binding on the assignee exactly as much as if it had been originally imposed on him, and he cannot claim to read into it an exception of the case of assignment back to the first lessee. Moreover, in the present case the first lessees, according to Lord MACNAGHTEN's judgment, had admitted in writing that if the lease fell into their hands they would not be able to pay the rent, and the lessor, who as the result of the first assignment had obtained the additional responsibility of the assignees, might reasonably decline to let them terminate their responsibility by assignment without putting a desirable assignee in their place. A decision from Massachusetts was quoted to the contrary, but it is not surprising that the Judicial Committee were unable to accept it.

THE IMPLIED POWER OF SALE OF A MORTGAGEE OF SHARES.

IN the case of *Deverges* v. *Sandeman, Clark, & Co.* (*ante*, p. 316) the Court of Appeal affirmed the judgment of FARWELL, J. (49 W. R. 167; 1901, 1 Ch. 70), upon the question of the right of a mortgagee of shares to sell under an implied power of sale, and though VAUGHAN WILLIAMS, L.J., differed from the majority of the court (STIRLING and COZENS-HARDY, L.JJ.), this was rather upon the view to be taken of the facts of the case—whether reasonable notice for payment had been given—than upon the law which was applicable. "Express powers," it is said in a passage in Robbins on Mortgages (p. 275) quoted with approval both by FARWELL, J., and in the Court of Appeal, "were not formerly necessary in mortgages of stock or in the instruments of defeasance executed by the transferee; nor need a mortgagee of stock now rely on his statutory power in order to realize his security by sale. If stock is itself made the security for money, and the day appointed for payment is passed, the mortgagee may at once proceed to sell the stock, and repay himself principal and interest, without any authority from the mortgagor, and without commencing an action of foreclosure."

The rule thus enunciated is founded upon *Wilson* v. *Tooker* in 1714, where the decision of Lord HARCOURT, L.C. (1 P. Wms. 261), disallowing the implied power of sale in regard to Exchequer annuities, was reversed in the House of Lords (5 Bro. P. C. 193). In that case one THOMAS THYNNE in May, 1709, upon receiving an advance of £5,000 from WILSON, assigned to him certain Exchequer annuities: and by a deed of defeasance WILSON covenanted to re-assign the annuities upon payment on the 8th of January next, and THYNNE covenanted to pay the money on that day. In April, 1710, THYNNE died without having repaid the advance, and TOOKER obtained a grant of administration. WILSON frequently during the next two years applied for payment, intimating that in default he should be under the necessity of selling, and finally, when the annuities were beginning to sink in value, he gave notice by a letter dated the 24th of March, 1711, that he should proceed to sell on the following 2nd of April. When that day came TOOKER asked that the sale might be suspended till the following

Monday. This request was granted, but the money not being then paid, the annuities were sold on the Exchange for the highest price they would fetch, and upon an account it appeared that there was still £170 due to WILSON. Subsequently the value of the annuities rose, and TOOKER, instead of paying the balance, brought a bill in Chancery to redeem. In deciding in his favour, Lord HARCOURT, as pointed out by FARWELL, J., in his judgment in the present case, does not seem to have contested the proposition that in regard to stocks generally an implied power of sale would under such circumstances arise, a power grounded upon their fluctuating value. But in spite of the actual fluctuations of the value of Exchequer annuities revealed in *Wilson* v. *Tooker*, he treated them as standing on a different footing. "I regard," he said "this security as though it was land, or a rent-charge issuing out of land, to which the ordinary rules apply, and you must find an express power of sale." The report of the case on appeal gives no reasons for the reversal of this decision in the House of Lords, but clearly the distinction attempted to be drawn between Exchequer annuities and other forms of Stock Exchange securities was rejected, and probably the grounds of the final judgment are shewn by the argument put forward on behalf of the appellant. "If the present decree should stand," it was said, "great inconveniences must arise to merchants and other traders, whose estates often consisting chiefly of annuities and other Government securities, it had been much to their advantage that on any sudden emergency they could readily borrow money for a short time near to the full value of such securities; but this would be impracticable for the future, because no person would lend if after the money became payable the security must be foreclosed, like a mortgage of land."

This implied power of sale, established two centuries ago in the case of stock, has in recent times been recognized also with regard to personal chattels which have been given as security, whether by way of pledge or of mortgage. With regard to a transaction of pledge, which passes the possession of the goods and a special property, by virtue of which the pledgee can give a title in case he sells, BOWEN, L.J., said in *Ex parte Hubbard* (35 W. R. 2, 17 Q. B. D., p. 698): "There is at common law an authority to sell the goods on the default of the pledgor to repay the money, either at the time originally appointed or after notice by the pledgee." In *Re Morritt* (35 W. R. 277, 18 Q. B. D. 222), FRY, L.J., in his dissentient judgment, restricted this implied power to the case of pledge, and doubted whether it existed where the security on the chattels was created by a mortgage passing the whole legal title to the mortgagee. A pledge was subject to a legal right of redemption which could be excluded by the implied common law power of sale. A mortgage, on the other hand, was subject to an equitable right of redemption which could only be excluded under an express power. "A pawnee," said FRY, L.J., "has a power of sale on default in payment at a time fixed. A mortgagee, having the whole legal title to the chattels, can, of course, sell them at law, but the equitable right of the mortgagor to redeem can, in my opinion, only be excluded by an express or implied power of sale"; and, after considering the possibility of an implied power, he concluded: "From all these circumstances I incline to the opinion that there is not in the case of a mortgage of chattels any power of sale implied by law."

But this somewhat subtle distinction was not adopted in the judgment delivered by COTTON, L.J., in which LINDLEY and BOWEN, L.JJ., concurred (the case was heard before the full Court of Appeal). "A contract of pledge," said the learned judge, "carries with it the implication that the security may be made available to satisfy the obligation, and enables the pledgee in possession (though he has not the general property in the thing pledged, but a special property only) to sell on default in payment and after notice to the pledgor, although the pledgor may redeem at any moment up to sale"; and subsequently: "I am of opinion that a mortgagee of personal chattels which are in his possession is not in a worse position than a pledgee, and that, where there is no express power of sale given by the mortgage, he has, after default in payment, and after he has given the mortgagor a reasonable time to pay the money due, a power to sell and give a good title to the purchaser, though of course, the mortgagor has, at any time before sale, a right on payment of the money due, including expenses, to prevent the sale and redeem the chattels."

It appears, then, that personal chattels and stocks stand for the present purpose on the same footing, and a mortgage of either carries with it an implied power of sale. The important point is to discover when this power becomes exercisable. The passage quoted above from Lord BOWEN makes the power arise "on the default of the pledgor to repay the money either at the time appointed or after notice by the pledgee." Lord LINDLEY speaks of a power to sell "in default in payment and after notice to the pledgor." The variance between these requirements is doubtless due to the fact that in each case the question touched only the existence of the implied power and it was not necessary to state with precision when it arises. In *Deverges* v. *Sandeman, Clark, & Co.* this was the point at issue, and the matter has received more minute attention. It would seem that, as stated in the rule quoted above from Robbins on Mortgages, in a case where a day for payment has been fixed, either by the original mortgage or by subsequent agreement, then, upon this day passing without payment, there is forthwith a power to sell without notice to the mortgagor. The requirement of notice becomes essential where no time has been fixed for payment. In such cases the mortgagee can himself fix a day for payment by reasonable notice to the mortgagor to that effect, and after the day so fixed he can, in default of payment, exercise his implied power of sale. The facts in *Deverges* v. *Sandeman, Clark, & Co.*, upon which the question of reasonable notice had to be decided, were too special to make it worth while to review them here. It is sufficient to mention that, according to the judgment of STIRLING, L.J., a notice given on the 31st of August that, in default of payment by the next account day, the 15th of September, the mortgagees would deem themselves at liberty to sell, was a reasonable notice so as to entitle them to sell any time after the 15th of September; and COZENS-HARDY, L.J., said: "Having regard to the nature of the property, a fortnight, or at the outside a month, would in the present case be a reasonable time." These intimations seem to afford a sufficient guide to ascertain when, under similar circumstances, a sale can be safely made.

THE LEGAL POSITION OF JEWS IN THE THIRTEENTH CENTURY.

THE early records of the Jews which Mr. RIGG has edited,* and which are published by the co-operation of the Selden Society and the Jewish Historical Society of England, form a volume of exceptional interest. The period which it covers is short—only from 1220 to 1284—but Mr. RIGG'S introduction and the records themselves give a vivid picture of the conditions under which the Jews lived in England until EDWARD I. decreed their banishment. That the Jews were the financiers of that age is well known, and for a time their utility outweighed Christian prejudice. It is not apparently so easy to fix the date of their entry into this country as of their departure. "The origins of the English Jewry," says Mr. RIGG, "are wrapt in obscurity, and possibly date from a period considerably anterior to the Norman Conquest." Nor is it known how they came to be under the special protection, and also in a sense a special perquisite, of the Crown—Crown chattels in fact. An early statute, to which no precise date has been assigned, enacts that "all Jews, wheresoever they may be in the realm, are of right under the tutelage and protection of the king; nor is it lawful for any of them to subject himself to any wealthy person without the king's licence. Jews and all their effects are the king's property, and if anyone withhold their money from them let the king recover it as his own." But whether any such statute was formally enacted or not, the passage faithfully enunciates the principles upon which Jews and their property were dealt with. More authentic is the Charter of JOHN of A.D. 1201, which is printed first among the records. "We have granted," so it begins, "to all Jews of England and Normandy that they reside in freedom and honour in our land . . . and that they have all their franchises and customs, as they had them in the time of King HENRY, our father's grandfather, in better and more peaceful and honourable enjoyment." And in addition to these general words, the charter conferred upon the Jews important rights in respect of civil proce-

* Selden Society. Select Pleas, Starrs, and Other Records from the Rolls of the Exchequer of the Jews, A.D. 1220-1284. Edited for the Selden Society by J. M. Rigg. (Bernard Quaritch.)

dure. In all cases between a Christian and a Jew the plaintiff was bound to produce two witnesses, a Jew and a Christian. If a claim was made against a Jew without witness, then he could acquit himself by his bare oath "upon his Book." The special business of the Jews is apparent in the provision that "as often as there shall be a dispute between Christian and Jew touching a loan of money, the Jew shall prove his principal, and the Christian the interest;" and again in the enactment: "Be it lawful for the Jew quietly to sell his pledge when it shall be certain that he has held it for a full year and a day."

But the Crown, although nominally it kept the Jews under its protection, was not always able to secure them against the violence of the populace. The most signal instance of this occurred in connection with the Coronation of RICHARD I. The attempt of the Jews to be present at the ceremony in the autumn of 1189 resulted in a general massacre in London. The movement spread through the eastern counties in the following spring, and culminated at Easter in the massacre at York. But this last atrocity touched other interests than the personal safety of the Jews. The Christian rabble who burst into York Cathedral, where the Jews had taken refuge, vented their fury also on the bonds which had been placed for security in the chapter-house. Now the bonds given to the Jews were the basis of their wealth and were the basis also of the revenue which the Crown drew from them. In 1188 they had furnished £60,000, nearly half the sum raised from the country at large. To the danger which the events at York revealed, Mr. RIGG attributes the establishment of special registries where copies of the bonds were preserved. "There were established," he says, "in London and other principal towns of Jewry *archæ*, or, as we should now say, registries of bonds. Each *archa* was administered by four chirographers, two of whom were Christians and two Jews, assisted by two copyists (*scriptores*) and the clerks of the escheats." Further details are given as to the formalities under which bonds for loans were drawn up and recorded; and the debt thus created could only be put an end to in equally solemn form. The Jew was allowed to make out his acquittance by the "*starra*"—so called from a Hebrew word for memorial—to which he was accustomed in his dealings with his own people; but it seems that it was not valid unless enrolled in the Exchequer, and a debtor who had taken a private receipt might still be held liable on his bond if, in the not uncommon course of events, it came into the hands of the Crown.

For this registration of bonds, though ostensibly perhaps established in the interest of the Jews, whose insecurity had been so disastrously proved, was in fact a ready means for placing Jewish wealth at the disposal of the Crown. "Henceforth," says Mr. RIGG, "whenever the barons were more than ordinarily hard-fisted, the king had but to order a general scrutiny of the *archæ*, and having thus ascertained the financial position of his chattels, could proceed to talliage them with scientific precision, and, if they proved refractory, attach their bonds and persons until his demands were satisfied." A further sequel to the establishment of the registries seems to have been the organization within the Court of Exchequer of a separate tribunal for the trial of Jewish causes, and it is to the records of this tribunal that we owe the present volume. The four "wardens of the Jews," or justices of the Jewish Exchequer, are first heard of in 1198, and the records begin in 1218. It is noteworthy that in the Charter of JOHN already referred to, the existence of these justices is ignored, and the specific direction is given: "Jews shall not enter into plea save before Us, or before those who have ward of our castles in whose bailiwicks Jews dwell." But, as Mr. RIGG points out, appearance before the justices of the Jews might rank as an appearance before the king as in the case of other judges, and it is clear that their jurisdiction was well established. Out of the first justices two were Jews, though subsequently they were all Christian. But the Chief Rabbi was expected to attend the court as assistant, and the office of clerk of the court was held by a Jew.

An instance of the manner in which the Crown had recourse to the bonds in the registries is found in the entry of an order issued in A.D. 1253 concerning one SALLE, a Kentish Jew, who had failed to pay his talliage (p. 29). The chirographers of Canterbury are commanded to go to the chirograph-chest, and take out all chirographs, tallies, &c., found there under the name of SALLE, and have them under their seals and the seal of the Sheriff of Kent before the justices at Westminster on a day named. There is a subsequent entry of an order to the Sheriff of Kent reciting that SALLE had been directed to travel with all speed to Dover and leave the realm with his wife never to return, and commanding the sheriff to make inquiry as to his lands and his chattels outside the chirograph-chest and seize all into the king's hands. And the bonds once confiscated by the king were granted by him at his pleasure. Thus in 1270 the Earl of PEMBROKE, brother of HENRY III., in consideration of £480, makes a grant by charter (p. 56) of a yearly rent of 50 marks issuing out of certain lands secured by the landowner's bond given to AARON, son of ABRAHAM, Jew, of London, which the earl had received by gift from the king. And in 1280 the attorney of the Queen Consort (p. 109) sues ADAM, of Newmarket, for £440, "which he owes the said queen on account of the debts owing to HAGIN, son of Master MOSES, Jew, which debts the said queen has by gift of the king."

Interesting, too, are the cases in which claims by Jews upon bonds are defended on the ground of fraud. Thus, in 1220, MOSES, son of BRUN, sues RICHARD, prior of Dunstable, on a charter for £24, purporting to be made by a former prior THOMAS, and the convent in favour of BRUN (p. 4). RICHARD denies the genuineness of the bond and alleges divers reasons. "In the first place he says that the said prior THOMAS was a good and discreet and excellent clerk, and not the man to make a charter containing bad Latin as this charter does. In the next place he says that in the time of the same prior THOMAS it was, as it still is, the custom for the seal of the convent to be kept close under five keys, and no charter was ever written except under the hand of some canon of the house; and he produces a canon who for forty years past has written all the charters of the house with his own hand, and that charter is not in his handwriting." And further reasons are given, including the allegation that the writing has been blackened by grease so as to have the appearance of age. MOSES was sent to the Tower, but was eventually ransomed by the Jewish community. A later record (A.D. 1270) discloses a fraud of a different kind. ABRAHAM, a Jew, sells to JOAN, wife of THOMAS DE BASINGES, for £91 a bond for forty marks and £65 of arrears which was supposed to be subsisting and to be recorded in the York registry (p. 54). In fact it seems to have been paid off three years before and withdrawn from the registry. ABRAHAM also is sent to the Tower.

These instances shew that the litigation of that day touched upon matters with which the courts are still, unfortunately, conversant, but, as we have said, the records are confined to a period of less than a hundred years. With the accession of EDWARD I. stricter notions prevailed of the lawfulness of the business upon which the Jews, notwithstanding royal exactions, flourished, and interest was made irrecoverable. To give the Jews a chance of settling down to what was regarded as an honester mode of life, they were authorized to trade, to purchase house property in the cities and boroughs in which they resided, and to take farms for terms not exceeding ten years. But interest soon reappeared under the form of "curialitas"—bonus, in fact—and moreover the Jews were suspected of recouping their losses by coin-clipping. In 1290 EDWARD took the final step of banishing them from the kingdom, and the records of a singularly interesting time came to an end. Mr. RIGG, and the societies under whom he has worked, have done an important service in making them accessible in so convenient and so interesting a form.

REVIEWS.

PROGRESS IN THE LAW.

A CENTURY OF LAW REFORM. TWELVE LECTURES ON THE CHANGES OF THE LAW OF ENGLAND DURING THE NINETEENTH CENTURY. DELIVERED AT THE REQUEST OF THE COUNCIL OF LEGAL EDUCATION IN THE OLD HALL, LINCOLN'S-INN, DURING MICHAELMAS TERM, 1900, AND HILARY TERM, 1901. Macmillan & Co. (Limited).

These lectures present in a very readable manner the changes which were effected during the nineteenth century in various departments of the law, changes which it may be said, without exaggeration, amounted to revolution. Sir H. B. Poland effectively points this out in his lecture on "Changes in Criminal Law and Procedure since 1800," and whatever permanent good the past century may have done, it at any rate saw the removal from the statute book of the worst severities of the criminal law. Mr. Birrell, as might be expected, imparts plenty of interest to the "Changes in Equity, Procedure, and Principles," and he gives for the wonder of the present practitioner a specimen of the meaningless jargon with which the old equity draftsmen thought it necessary to stuff a bill in Chancery, a document which John Wesley described as a "foul monster," and Bentham a "volume of notorious lies." Of the other lectures three lectures are contributed by Dr. Blake Odgers, including one on "Changes in Procedure and in the Law of Evidence"; and two by Dr. Underhill on "Changes in Real Property." The concluding lecture by Dr. T. R. Napier on "The History of Joint Stock and Limited Liability Companies" contains an interesting account of the difficulties which stood in the way of company formation prior to the repeal of the Bubble Act in 1825. The rapid growth of companies in the latter half of the century is not the least remarkable of the developments which it witnessed. The volume will well repay perusal.

BOOKS RECEIVED.

The English Reports.: Vol. XVI.: Privy Council V., containing Moore P. C. N. S., Vols. 3 to 6. Edinburgh: William Green & Sons; Stevens & Sons (Limited). Price 30s. net.

The Law and Practice under the Companies Acts and the Life Assurance Companies Acts; containing the Statutes and the Rules, Orders, and Forms to Regulate Proceedings. Written originally by the Hon. Sir HENRY BURTON BUCKLEY, Knt., M.A., now one of His Majesty's Judges. Eighth Edition. By A. C. CLAUSON, M.A., Barrister-at-Law. Stevens & Haynes.

CORRESPONDENCE.

INQUIRIES ON THE PROPERTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The case of *Hunt* v. *Luck*, which you report and comment on in your issue of the 1st of February, appears to be worthy of further attention. We are all familiar with personalty settlements containing power for the trustees to invest money in the purchase of land, and we know that, when such a purchase is made, careful practitioners make a point of keeping the settlement off the title. The consent of the equitable tenant for life is given by an independent document, the property is conveyed to the trustees as though they were absolute owners, they execute an independent document whereby they declare that the property is purchased out of moneys subject to the settlement and shall be held accordingly; any lease is granted by the trustees alone, the consent of the tenants for life being given by an independent document, and on the death of any trustee application is made to Somerset House for a certificate that no duty is payable, without disclosing the settlement. At the same time the equitable tenant for life, or the husband of such tenant for life, ordinarily looks after the property and gives receipts for the rents, acting nominally as agent for the trustees and under written directions given by them to the tenants, but really taking the money as being beneficially entitled thereto.

Now, in such a state of circumstances it may easily happen that the number of trustees may be reduced to one; and, in view of the permanent nature of the property and the trouble and expense of appointing new trustees and conveying the property to them, the beneficiaries may not be alert to make an appointment of new trustees. It appears now from the case of *Hunt* v. *Luck* that, if the trustee makes a mortgage of the property, the mortgagee gets a good title against the beneficiaries, although a beneficiary was actually in receipt of the rents. It is laid down that the mortgagee has merely notice of the tenant's interest, and has not notice of the title of the recipients of the rents, even if he should be the actual lessor of the tenants. In the case which I am considering short tenancies are frequently created by the tenant for life, but that circumstance is held not to affect the result. I may observe that a contrary holding would not in any way hinder a proper exercise by the trustee of his trust for sale of the property; for, if the purchaser found the beneficiary in possession and inquired as to his interest, the answer would be, "I am acting as agent for your vendor, and admit his right to carry out the sale to you."

It is observable that both *Hunt* v. *Luck* and *Barnhart* v. *Greenshields* (9 Moo. P. C. 18) were cases in which it was by no means clear that if the purchaser or mortgagee had made full inquiries of the tenants, he would have received notice of anything impugning the title of the party with whom he was negotiating. This is stated in the last sentence of the judgment of Vaughan Williams, L.J., in your report of *Hunt* v. *Luck* (*ante*, p. 229); so that the facts of the case were insufficient to call the attention of the court to all the consequences which might flow from holding that the title of a person in actual possession may be ousted by an improper mortgage executed by a trustee of the legal estate. The result was arrived at by considering that Sir George Jessel made a slip in his judgment in *Mumford* v. *Stohwasser* (1874, 23 W. R. 833, L. R. 18 Eq. 556); and another case of *Knight* v. *Bowyer* (1857, 23 Beav. 609; on appeal, 1858, 2 De G. & J. 421), which was cited in the court below, was apparently overruled also.

The case is an important one, and it presents a striking contrast to the decision in *Re The Alms Corn Charity, Charity Commissioners* v. *Bode and Another* (1901, 2 Ch. 750), which formed the subject of an article in your columns a few weeks ago (*supra*, p. 172).

PRUDENS.

THE LAND TRANSFER ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should like, with your permission, to supplement my letter which appeared in your last impression by giving the following examples illustrative of the cost entailed by the new system of land registration. They are actual cases.

Example I.

A client of mine is about to grant a lease for forty-five years in consideration of a premium of £626. The minimum additional cost which the lessees will have to incur on the first registration with possessory title is as follows:

	£	s.	d.
Fees payable at the registry	1	19	0
His solicitor's fee on the registration ...	2	2	0
	£4	1	0

The lessees are ready-money retail traders, and the capital employed in their business yields them a return of not less than 20 per cent. per annum, and, as this expenditure of £4 1s. represents to them a loss of that sum accumulated at that rate for the forty years during which their possessory title is growing into an absolute one, I might very properly take that rate as a basis for calculation. I will, however, assume the rate at 10 per cent. only. The sum of £4 1s., therefore, accumulated for forty years at 10 per cent. per annum, will, according to Inwood's Tables, amount at the end of that time to £182 5s.

At the end of the forty years, five years only will remain of the term and the lease would not be worth more than £150, a less sum than the £182 5s. If the lessees do not want to deal with the property, this £182 5s. will have been entirely useless expenditure. But supposing they then sell the property with an absolute title, the cost of doing so will be represented by the following items:

	£	s.	d.
The above-mentioned sum of	182	5	0
Fees payable at the registry upon entry with an absolute title	5	17	0
The solicitor's fees on such entry ...	5	0	0
His costs of preparing contract and otherwise acting for the vendor on the sale (estimated)	2	2	0
	£195	4	0

Compare this total with the scale charge of £5 payable to the vendor's solicitor if the property had not been registered. As in my example last week, I have taken no account of the cost of possible charges, cautions, inhibitions, notices, &c., which may be necessary during the forty years, and the accumulated interest on such cost.

Example II.

A client was possessed of copyhold property purchased some years ago for £1,300. After the compulsory clauses of the Act of 1897 came into operation, he agreed to enfranchise the property for a consideration agreed at £27.

The additional cost attributable to the Acts is as follows:

	£	s.	d.
Fees payable at the registry (on £1,327)	3	14	0
The solicitor's fee on the registration ...	2	2	0
	£5	16	0

The vendor's solicitor's fee under the Remuneration Order being only £3, the present actual cost of the enfranchisement is nearly trebled by the operation of these Acts.

The sum of £5 16s. accumulated for forty years at 4 per cent. per annum would amount at the end of that time to £27 16s. 9d., which exceeds the price paid for the enfranchisement.

Having regard to these figures, my client declined to have the property registered.

Example III.

A client bought some property in the compulsory area for £6,000, part being freehold and part leasehold. For the purpose of registration the price had to be apportioned between the freehold and leasehold parts. The additional cost entailed by registration would have been as follows:

	£	s.	d.
Fees payable at the registry	13	0	0
The solicitor's fees on registration of the freehold and leasehold parts	4	4	0
	£17	4	0

The sum of £17 4s. accumulated for forty years at 4 per cent. per annum would amount at the end of that time to £82 11s. 3d.

In this case also the registration did not take place, for when I drew the attention of my client (a prominent member of the bar) to these items, he determined to keep the property off the register, and this was done.

Example IV.

I had lately to advise a client, who owns several houses in the compulsory area, upon the operation of the Acts. He was at the time selling a house which his grandfather had bought in 1804. Since that year the property had never been the subject of sale, but it had been transmitted, on death or marriage, on six occasions,

including the final devolution to my client on an intestacy. For the purpose of my explanation I asked him to assume that the Land Transfer Acts had been in force during the period from 1804. I then explained that resort to the registry would have been necessary on each of those six occasions, and that fees would have been payable at the registry and to his solicitor on each such occasion. On the other hand, I shewed my client that the legal expenses actually incurred with regard to this property would not have been saved, but would have been incurred under either system. The total fees which would, since 1804, have been attributable to registration, with compound interest from each payment, I need not now take the trouble to calculate, but the amount would be considerable, and in striking contrast to the modest scale fee my client had to pay on selling the property.

A SOLICITOR.

London, March 12.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There is a slip in the casting of the figures in the letter of "A Solicitor" in your issue of the 8th of March. The total amount should be £53 14s. 7d. instead of £43 14s. 7d., and the difference of expenditure mentioned in the following paragraph should be £38 14s. 7d., and not £28 14s. 7d.

The revised figures only accentuate the point "A Solicitor" wishes to bring out—viz., the increase of expenditure solely entailed by the Acts.

E. HOWARD DAVIS.

11, Stone-buildings, Lincoln's-inn, March 7.

[We hope that the letter was correctly printed; but, unfortunately, the manuscript of the portion referred to is missing.—ED. *S.J.*]

NEW ORDERS, &c.

LAND TRANSFER ACT, 1897.

At the Court of St. James's, the 6th day of March, 1902, present, the King's Most Excellent Majesty in Council.

Whereas it is expedient that the operation of the Order in Council dated the 18th day of July, 1898, and made pursuant to the Land Transfer Act, 1897, should be further postponed as regards the City of London: Now it is hereby ordered and declared that the said Order is to be read and to take effect as if instead of the words "first of May, 1901," the words "first of July, 1902," had been inserted in the schedule thereto.

A. W. FITZROY.

TRANSFERS OF ACTIONS.

ORDERS OF COURT.

Tuesday, the 25th day of February, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice SWINFEN EADY (1901—A.—No. 1,293).

The Automobile Manufacturing Company Limited v. Albert Arthur Jordan and Gordon Robert Roger.

Mr. Justice SWINFEN EADY (1901—A.—No. 1,364).

In the matter of the Automobile Manufacturing Company Limited, Joseph Moore, Stanley Lambert, Edmund Townsend, Walter Charles Bersey v. The Automobile Manufacturing Company Limited and Albert Arthur Jordan.

Mr. Justice SWINFEN EADY (1902—M.—No. 91).

In the matter of The Mansions Proprietary Limited, William Wood and Arthur Farcy v. The Mansions Proprietary Limited and others.

HALSBURY, C.

Thursday, the 27th day of February, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice KEKEWICH (1902—G.—No. 253).

In the matter of the Grosvenor Dairies Limited. John Adams v. The Grosvenor Dairies Limited.

HALSBURY, C.

Counsel could hardly read their briefs, so great was the gloom on Wednesday at Leeds Assizes, says the *Daily Telegraph*, and it was suggested that the corporation might provide a little more electric light. Mr. Justice Lawrence said: "There seems to be a great scarcity of light in the North, where all the coal is. At York the gas would not light, and at Newcastle we had no light until my Brother Ridley fined someone £10 who had nothing at all to do with it." There was immediately an abundant supply of electric and other lights.

CASES OF THE WEEK.

Court of Appeal.

CHEVERTON BROWN *v.* **BROOK.** No. 1. 3rd March.

PRACTICE—APPEAL—STAY OF EXECUTION—JURISDICTION OF COURT OF APPEAL—APPLICATION FOR A STAY NOT MADE TO COURT BELOW—R. S. C. LVIII. 16, 17.

Application by the plaintiff for a stay of execution pending an appeal. The action was tried before Ridley, J., at the Leeds Assizes, when judgment was entered for the defendant. The learned judge was not applied to for a stay of execution. The plaintiff served notice of appeal, and entered the case in the list of final appeals, and then applied to the Court of Appeal for a stay. The application was made because the learned judge was away on circuit. A preliminary objection was taken on behalf of the defendant, that the court had no jurisdiction to entertain the application upon the ground that no application had been made to the judge below. By ord. 58, r. 16, an appeal is not to operate as a stay of execution, except so far as the court appealed from or any judge thereof or the Court of Appeal may order; and by rule 17, "wherever under these rules an application may be made either to the court below or to the Court of Appeal, or to a judge of the court below or of the Court of Appeal, it shall be made in the first instance to the court or judge below." It was contended on behalf of the plaintiff that the court had jurisdiction to hear the application, though the court would only do so in special circumstances. The jurisdiction of the court in such a case was concurrent with the jurisdiction of the court below (*Cropper* v. *Smith*, 24 Ch. D. 305), and when the application was made to the Court of Appeal it was not by way of appeal from the court below, but by an original motion. Further, this appeal was in the list of final appeals, and the court had inherent jurisdiction over all cases in its list.

THE COURT (COLLINS, M.R., and ROMER, L.J.) held that they had jurisdiction to hear the application. The application was then heard on the merits and refused.—COUNSEL, *Montague Lush*; *H. T. Kemp*. SOLICITORS, *McDiarmid & Hill*, for *Manley*, Hull; *Burn & Berridge*, for *Barker & Mayfield*, Hull.

[Reported by W. F. BARRY, Esq., Barrister-at-Law].

SACHS *v.* **HENDERSON.** No. 1. 3rd March.

PRACTICE—COSTS—ACTION FOUNDED ON TORT—WRONGFUL REMOVAL OF FIXTURES AFTER AGREEMENT FOR LEASE—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 116.

Appeal by the plaintiff from an order of Jelf, J., at chambers, affirming the taxation of the plaintiff's costs on the county court scale. The statement of claim alleged that by an agreement in writing in October, 1899, contained in certain letters, the plaintiff agreed to take, and the defendant agreed to grant, a lease of a house and premises from the 25th of March, 1900; that at the date of the contract certain fixtures were affixed to and were part and parcel of the said house and premises; that on the 21st of March, 1900, the lease was duly executed, and the plaintiff went into possession on the 31st of March, 1900; and that after the date of the contract the defendant wrongfully removed certain fixtures; and the plaintiff claimed damages. The defendant, in his statement of defence, denied the allegations in the statement of claim, and set up certain other defences; and, further, he brought into court, with a denial of liability, the sum of £20 as sufficient to satisfy the plaintiff's claim. The plaintiff took the £20 out in satisfaction of his claim, and gave the defendant notice thereof, and carried in his bill of costs for taxation. The master held that the action was founded on contract within the meaning of section 116 of the County Courts Act, 1888, and taxed the costs upon the county court scale. Jelf, J., at chambers, affirmed the master's decision. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER, L.J.) allowed the appeal. Taking the statements set out in the statement of claim, the defendant, after having agreed to grant a lease of the house to the plaintiff, wrongfully removed certain fixtures which were on the premises at the time when the agreement was made. In their opinion the case was covered by *Turner* v. *Stallibrass* (46 W. R. 81; 1898, 1 Q. B. 56). There the duty arose out of a bailment, but the action was held to be founded on tort. In very many cases where a duty arose, there was a consensus between the parties antecedent to the breach of duty, which established the relationship out of which the duty arose. Nevertheless, when once the relationship was established, and the breach of duty followed, the action founded on the breach of duty might well be founded on tort. The action here was not brought upon a particular stipulation in the agreement. The plaintiff was only bound to refer to the agreement in order to shew the relationship between the parties, and if the plaintiff shewed some act of misdoing in connection with what had to be done under the relationship so established, that was a tort. The present action was therefore founded on tort within section 116 of the County Courts Act, 1888, and the plaintiff was entitled to have his costs taxed on the High Court scale as he had recovered £20.—COUNSEL, *G. A. Scott*; *J. K. F. Cleave*. SOLICITORS, *St. Barbe, Sladen, & Wing*; *Guscotte, Wadham, Bradbury, & Tickell*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **GERVIS.** Kekewich, J. 26th Feb.

COMMON LANDS—LANDS TAKEN FOR PUBLIC UNDERTAKING—RIGHTS OF COMMONERS—NON-APPOINTMENT OF COMMITTEE—APPORTIONMENT—PAYMENT OUT OF COURT—JURISDICTION—EVIDENCE AS TO PARTIES INTERESTED

—COURT BARON OF THE MANOR—LAND CLAUSES CONSOLIDATION ACT, 1845 (8 VICT. c. 18), ss. 99-107—INCLOSURE OF LAND ACT, 1854 (17 & 18 VICT. c. 97), s. 17—COMMONABLE RIGHTS COMPENSATION ACT, 1882 (45 VICT. c. 15), s. 2.

This was an application for payment out of court of a sum of £422, paid into court by the Paignton Urban District Council, under section 107 of the Lands Clauses Consolidation Act, 1845, as compensation for the extinction of certain commonable rights over a portion of Holne Moor, acquired by the council under the powers conferred by the Paignton Urban District Water Act, 1900 (which incorporated the Land Clauses Acts, except section 127 of the Land Clauses Consolidation Act, 1845). By section 4 of the Paignton Urban District Water Act, 1900, the district council were empowered to construct certain waterworks upon the lands shewn on the deposited plans, which included the portion of Holne Moor in question, and in exercise of the powers vested in them by the said Act and the Land Clauses Acts, they gave notice, by public advertisement, of their intention to acquire the commonable or other rights over this portion of Holne Moor. The said notice convened a meeting to be held on the 11th of September, 1900, but no effectual meeting took place, and the council, in pursuance of the powers conferred by section 106 of the Land Clauses Consolidation Act, 1845, obtained the appointment, by two justices, of Mr. Henry Drew to be the surveyor to determine the amount of compensation to be paid for the extinction of such commonable rights. The surveyor called a meeting, by public advertisement, which was held on the 28th of February, 1901, when representatives of persons claiming commonable rights attended, and supported the claims which had been duly delivered to the surveyor, in pursuance of the notice convening the meeting. The surveyor, by his award, dated the 28th of March, 1901, determined the total amount of compensation to be paid by the council at £422, and, at the request of all the claimants, he also made an apportionment of the compensation money amongst the claimants as being the only persons entitled. The council, in accordance with the finding of the award, paid the sum of £422 into court on the 16th of May, 1901. The present summons was then taken out by the commoners mentioned in the award, asking for payment out to them of the sum of £422 in the proportions awarded them by the surveyor. The master, however, was not satisfied that all the persons having commonable rights were before the court, and eventually directed that a special Court Baron of the Manor of Holne should be held, to present the persons having commonable rights on Holne Moor, and that a copy of the presentment should be verified. This was accordingly done, and the matter was then referred to the judge in chambers, who ordered the matter to be adjourned into court. The two questions that had to be decided were, firstly, whether the court had jurisdiction to order the payment out otherwise than to a committee of the commoners; and, secondly, whether there was sufficient evidence that the parties before the court were the only persons entitled. Upon the first point it was argued in support of the summons that section 107, read together with sections 99-106 inclusive of the Land Clauses Consolidation Act, 1845, was sufficiently wide to enable the court to order payment out to the parties entitled, without ordering a committee to be formed, and that *Richards* v. *de Winton* (50 W. R. 87; 1901, 2 Ch. 566) did not apply, as in that case a committee had been appointed. On behalf of the district council it was argued that the effect of section 107 was to make it imperative that a committee should be formed, to whom payment of the money in court could be made, and that this view was supported by the provisions of section 17 of the Inclosure of Land Act, 1854, and, further, that section 2 of the Commonable Rights Compensation Act, 1882, shewed that everything must be done by means of a committee, and that no money could be paid out until a committee was appointed. Upon the question of the sufficiency of evidence, it was submitted that the commoners were few in number and well known, and that advertisements had been duly issued, and that upon the direction of the master in chambers a court baron of the manor had been held, and that the finding of such court baron ought to be conclusive.

KEKEWICH, J., said that although the Land Clauses Consolidation Act only consolidated the provisions of many previous Acts, some of which had been in existence for a long period previous to the year 1845, yet that the main point arising in the case did not appear ever to have been raised or decided in any previous case. He thought that the contention put forward by counsel for the district council was right—namely, that the Land Clauses Consolidation Act, 1845, the Inclosure of Land Act, 1854, and the Commonable Rights Compensation Act, 1882, were all applicable to the present case. In *Richards* v. *de Winton* (*ubi supra*) he had considered the case where a committee had been appointed; but in the present case there had been no committee; but section 106 of the Land Clauses Consolidation Act, 1845, clearly contemplated cases where no committee would be appointed, and provided that, in such cases, a surveyor should be appointed by two justices. The Act, therefore, provided for what was to be done where there was no committee, or where the appointment of a committee broke down. He was of opinion that he could make an order for payment out in the present case. Section 107 of the Land Clauses Consolidation Act, 1845, provided that "if there shall be no (such) committee, then, upon deposit in the bank, in manner provided in the like case of the compensation which shall have been agreed upon or determined in respect of such commonable or other rights . . . it shall be lawful for the Court of Chancery, by an order, to be made upon petition, to order payment of the money so deposited to a committee to be appointed as aforesaid, or to make such other order in respect thereto, for the benefit of the parties interested, as it shall think fit." The difficulty was that section 107 provided that the money should be paid out to a committee, although the previous section clearly contemplated cases where there would be no committee. In his opinion the words "as aforesaid" only referred to the mode in which the committee was to be convened—namely, by public advertisement, as provided by section 102 of the Act. But section 107 provided an alternative course. Seeing that the Act presupposed the non-appointment of a committee under section 106 of the Act, it must also be taken to presuppose that an attempt to form a committee under section 107 might fail, and accordingly the Act provided that in such a case the alternative course should come into operation, and that the court should have discretionary power to direct the money to be paid to the parties entitled. He was of opinion that the court had power to distribute the money without ordering a committee to be formed. As regards the second question, he was satisfied that all the parties interested were before the court. The land in question formed part of the common of a manor, and a court baron had been held to ascertain of whom the commoners consisted; and, as all the persons found to be commoners by the court baron were before the court, there was sufficient evidence that all the parties interested were present. An order was accordingly made for payment out of court of the sum of £422 to the plaintiffs in the proportions awarded them by the surveyor.—COUNSEL, *Warrington*, K.C., and *Woods Wollaston*; *H. M. Humphrey*.—SOLICITORS, *A. Tyler*, for *H. M. Firth*, Ashburton; *Gribble, Oddie, Sinclair, & Johnson*.

[Reported by C. B. CAHN, Esq., Barrister-at-Law.]

BICKMORE *v.* **DIMMER.** Farwell, J. 11th March.

LANDLORD AND TENANT—LEASE—CONSTRUCTION—COVENANT BY LESSEE "NOT TO MAKE OR SUFFER TO BE MADE ANY ALTERATION" TO PREMISES—AFFIXING CLOCK TO OUTER WALL.—INJUNCTION.

Under a lease dated the 5th of May, 1898, the plaintiffs Margaret Bickmore, John Sutherland, Harwood Banner, and John Bingham, were the landlords, and the defendant George Dimmer was the tenant of the basement, ground floor, first floor, and certain rooms on the second floor of Nos. 24 and 26, Sandon-buildings, Church-street, Liverpool. The lease contained a covenant on the part of the lessee that he would "not make or suffer to be made any alteration to the premises except as herein expressly provided without the consent in writing of the lessors first had and obtained." Certain improvements to be effected by the lessee were specified, and the lessors were under covenant to repair. In the month of November, 1901, the defendant, who is a jeweller, commenced to affix to the outer wall of the premises, between the first and second floors a large two-faced clock by way of advertisement and caused the work to be finished in spite of protest from the plaintiffs. The clock was secured to the wall by wrought-iron straps and bolts, six in number, affixed to the stonework of the premises, and the work was finished before the service but after the issue of the writ. In the present action the plaintiffs asked for an injunction requiring the defendant to remove the clock. For the plaintiffs it was argued that the erection of the clock was in breach of the covenant not to make any alteration to the premises, which was as wide a covenant as possible, that the degree of alteration was not a matter to be taken into consideration, and that the covenant being a negative covenant, the plaintiffs were entitled of right to a mandatory injunction. In support of these arguments the cases of *Wood* v. *Cooper* (43 W. R. 201; 1894, 3 Ch. 671), *Lord Manners* v. *Johnson* (24 W. R. 481, 1 Ch. D. 673), and *Doherty* v. *Allman* (26 W. R. 513; 3 App. Cas. 709) were quoted. On behalf of the defendant it was contended that in erecting this clock he was not making an alteration to the premises, but was merely putting up a tenant's fixture, and that the action was purely frivolous; also that a mandatory injunction could not be granted as a matter of course, but was within the discretion of the judge. The case of *Re Gaskell* (42 W. R. 219; 1894, 1 Ch. 485) was quoted.

FARWELL, J.—The first question I have to decide is one of construction. Is the erection of this clock by the defendant in the manner described for the purposes of advertisement a breach of his covenant not to make or suffer to be made any alteration to the premises? In my opinion it is. I do not follow the argument that this is merely putting up a tenant's fixture. If well founded the argument would involve the right of tenants to let any number of things they pleased into the walls which their lessors were under covenant to repair. The other point I have to decide is whether I am to grant the plaintiffs a mandatory injunction. It has been pointed out to me that their present loss is nil, and their prospective loss for repairing the stonework would be about £15, but in view of the judgment of Lord Cairns in the case of *Doherty* v. *Allman*, there being here a negative covenant, I do not think that I am entitled to take the smallness of damage into consideration. It is said that the court has greater discretion, or rather, as I prefer to say, a freer hand in the case of mandatory injunctions than in the case of anticipatory injunctions. To some extent I agree. The conduct of the plaintiff will be taken into consideration, and if the plaintiff has stood by, the court will have hesitation in granting him a mandatory injunction. The discretion of the court depends upon some action or default on the part of the plaintiff, and in this case there are no such circumstances to be taken into account. The defendant persisted in his action in despite of the protests of the plaintiffs. That this is no new law is shewn by numerous cases which I need not refer to. The passage in Kerr on Injunction (3rd ed.), p. 480, seems to me to be an accurate statement of the law. The plaintiffs must have their injunction, and I see no reason why costs should not follow the event.—COUNSEL, *Butcher*, K.C., and *W. H. Cochran*; *Jenkins*, K.C., and *Martelli*. SOLICITORS, *L. W. Byrne*, for *Whitley & Co.*, Liverpool; *Norris, Allen, & Chapman*, for *North, Kirk, & Cornett*, Liverpool.

[Reported by PAUL STRICKLAND, Esq., Barrister-at-Law.]

Re **PARTINGTON. REICH** *v.* **KANE.** Buckley, J. 24th Feb.; 3rd March.

WILL—SETTLED LAND—LEASEHOLDS—INCOME TO BE PAID TO TENANT FOR LIFE SUBJECT TO PERFORMANCE OF COVENANTS—IMPROVEMENTS—INCIDENCE—TENANT FOR LIFE AND REMAINDERMAN—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 39), ss. 21 (III.), 22 (2), 25 (XVIII.)—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69), s. 15.

One of the questions raised by this summons was whether a sum of

£415 10s. 1d. expended by the trustees of the will of the testator in sanitary improvements in respect of certain leasehold properties which had belonged to the testator, should be paid out of capital or income. The leaseholds had been bequeathed to the trustees on trust that they should "by and out of the rents and profits thereof pay the rents and annual sums reserved by the leases thereof respectively, and perform and observe the lessee's covenants and conditions in the said leases, and subject thereto should hold the same premises" upon trust for the defendant Kane for life, with divers remainders over. The repairs were executed at the instigation of the local sanitary authorities, and in many cases amounted to the installation of a new drainage system. On behalf of the tenant for life it was admitted that certain of the works which had been done were covered by the covenants respectively contained in the several leases. The arguments are sufficiently indicated in the judgment. The following cases were cited: *Clarke* v. *Thornton* (35 Ch. D. 307), *Re Tucker's Settled Estates* (1895, 2 Ch. 468), *Re Thomas* (1900, 1 Ch. 319), *Re Richardson* (1900, 2 Ch. 778), *Re Copeland's Settlement* (1900, 1 Ch. 326), and *Re Betty* (1899, 1 Ch. 320).

Buckley, J., after stating the facts, said that, for the purposes of his decision, it might be assumed that some part of the work was not mere repair, but would be an "improvement" within the Settled Land Acts. Under the disposition in the testator's will the tenant for life was not entitled to the rents; she was only tenant for life of the balance of such rents after paying, amongst other things, this sum of £415 10s. 1d. It had been argued on her behalf that the provisions of the Settled Land Acts overrode the trusts of the will, and that this matter should be treated as if she were not tenant for life of this balance, but were tenant for life entitled to have the provisions of the Settled Land Acts so applied as to throw the expense of so much as falls within "improvements" upon capital, and thus increase the balance to come to her under the trusts as income. He did not think that *Clarke* v. *Thornton*, the authority relied on, supported that contention. In that case there were two powers available—either the court might direct the trustees to proceed under their power in the will, in which case there would have been a trust to pay the expenses out of income; or the court might not direct the trustee to proceed under that power, but might, under the Settled Lands Acts, provide for such as were improvements at the expense of capital. The court took the latter course. There was not in *Clarke* v. *Thornton*, as there was in the present case, a trust coming before the trust for the tenant for life and providing for payments out of income. There would have been such a trust if the trustees had proceeded, or the court had directed them to proceed, in exercise of their power, an event which did not happen. That decision was followed by Stirling, J., in *Lord Stamford's Settled Estates* (43 Ch. D. 84), and again in that case there was no trust for payment of improvements out of income before arriving at the amount payable to the tenant for life. He thought, therefore, that income and not capital ought to bear the £415 10s. 1d. There was another ground for his decision; those repairs and improvements could not be provided for out of capital under the Settled Land Act, 1882, because they had been carried out without first carrying in a scheme for their execution. The application must be made under section 15 of the Settled Land Act, 1890. Under that section there was a discretion in the court: *Countess of Cardigan* v. *Curzon-Howe* (9 Times L. R. 234). This discretion should be exercised by throwing these expenses where the testator had thrown them, and the trustees should be directed to pay them out of income, inasmuch as the works fell within the obligation to perform and observe the lessee's covenants in the leases.—Counsel, *H. Greenwood*; *H. S. Preston*; *A. Underhill*; *F. B. Fuller*. Solicitors, *Ewbank, Partington, & Lewis*; *Stow, Preston, & Lyttleton*; *Bannister, Williams, & Ram*.

[Reported by H. L. Ormiston, Esq., Barrister-at-Law.]

Re **CROMPTON'S TRADE-MARK.** Swinfen Eady, J. 21st, 22nd, 25th Feb.; 6th March.

Trade-Mark—Registration—Rectification—Sufficient Description—Essential Particulars—Combination of Several Marks—Prior Registration of Part of Mark—User as Trade-Mark—Registration for Entire Class and User for Part of Class—Patents, Designs, and Trade-Marks Acts, 1883 (46 & 47 Vict. c. 57), s. 64.

This was a motion by Messrs. Grandage & Co. to remove from the register of trade-marks a trade-mark of Messrs. Crompton & Co. in class 23, cotton yarn and sewing cotton. An action is pending in which the respondents are seeking to obtain an injunction against the respondents from infringing the trade-mark and from passing off yarns sold or exported by them as and for the respondents' yarn. The following statement of facts is taken from the judgment. The essential particular is described as "the combination of devices," and the respondents in their application had disclaimed any right to the exclusive use of the added matters, except in so far as they consisted of their own name and address. There appear upon the register in respect of this mark three labels of different sizes. The largest size label consists of an oblong border with a statement in nine languages descriptive of the quantity and weight of yarn; the medium size label consists of an oblong border in which are two shields, charged with devices, surmounted by crests, with leaves, flowers, and a scroll, and the name of the respondents impressed by perforation. The smallest size label is the same as the medium size, but without the perforated name. The arguments are stated with sufficient particularity in the judgment. The following cases were cited: *Re Players' Trade-Mark* (1901, 1 Ch. 382, 18 R. P. C. 65), *Baker* v. *Rawson* (45 Ch. D. 519), *Re Batt's Trade-Mark* (1899, A. C. 428), *Re Kinahan's Trade-Mark* (10 R. P. C. 393), *Hubbuck* v. *Brown* (17 R. P. C. 638), *Re Spencer's Trade-Mark* (3 R. P. C. 73), *Richards* v. *Butcher* (1891, 2 Ch. 522), *Re Powell's Trade-Mark* (1893, 2 Ch. 388), *Moët* v. *Cliboun* (Seb. Dig. 316), *Moët* v. *Coustes* (33 Beav. 578), *Re Clement et Cie's Trade-Mark* (1900, 1 Ch. 114, 16 R. P. C. 173, 611), and *Re Edwards' Trade-Mark* (30 Ch. D. 454).

Swinfen Eady, J., after stating the facts hereinbefore set out, continued: The first ground upon which the applicants base their case is that the essential particulars are not sufficiently stated in the application to register. It appears that the application in writing, as at first carried in to the comptroller, did contain some description in writing of the essential particulars, but this was altered (and, as I gather, at the request of the comptroller) to the form in which it now appears on the register, describing it as "a combination of devices," and leaving anyone to refer to the actual combination registered to see for themselves of what the trade-mark consists. I am of opinion that the description is sufficient. Where the labels themselves appear upon the register, and in the manner in which they are used, the description is sufficient. The eye frequently enables a better idea to be formed of a trade-mark than any verbal description would have done. In *Eno* v. *Dunn* (15 A. C. 252) the Lord Chancellor, at p. 255, after stating the results of comparing two trade-marks, which he placed side by side, added that no verbal description of the difference did entire justice to the dissimilarity of the two marks. It was next urged that the trade-mark was not really a trade-mark at all, but, if anything, it was three trade-marks, which could not be registered as one mark, and it was contended that there could not be a valid trade-mark consisting only of the combination of two old labels, each separately registered as a trade-mark, together with something not distinctive at all. In support of this proposition reliance was placed on *Re Players' Trade-Mark*, where Cozens-Hardy, J., refused to direct the comptroller to proceed with the registration of a mark which, in all its essentials, was the same as an earlier registered trade-mark of the same applicant, on the ground that it was superfluous. If the mark had been registered, however, by the comptroller in that case, it does not follows from that decision that upon an application by a rival trader it would necessarily have been taken off the register. How is he aggrieved by its registration? If his contention is that registration of the mark is superfluous, as the registration adds nothing to existing rights, then he is not injured by such registration. If, however, registration prevents him from doing anything which, but for the registration, he could lawfully do, then it follows that registration was not superfluous, but has secured to the party registering some additional right. Nor has the argument that the mark is in reality three marks any validity. Provided that the mark complies with the requisites of section 64 of the Act of 1883, the whole mark need not appear on any one ticket, label, stamp, or impression. A combination of several different marks, like that which was the subject of dispute in *Robinson* v. *Finlay* (9 Ch. D. 487), and which is very common among dealers in cotton goods, may be treated as equivalent to a single mark. In *Re Spencer's Trade-Mark*, where the words "diamond cast steel" were on one side of files and the corporate mark of the maker on the other side, the court held that the words "diamond cast steel" had not been used alone as a trade-mark; they treated the marks on both sides of the file as together constituting one mark. In the present case Messrs. Crompton use the combination of the three labels to distinguish their goods. To apply what the Master of the Rolls said, in the case just cited, the moment a trader puts on his goods three labels, it is clear that he puts them all three on in order that all three being there may distinguish his goods. It was next urged that the respondents had never used and never intended to use the combination mark in question as a trade-mark. It was not disputed that the respondents had used the three labels in combination upon their goods to a large extent, but it was said that two labels were placed outside the wrapper, and the third label inside the wrapper, and that it was necessary that all the labels should be visible at once to constitute a user of one trade-mark. In my judgment there is no foundation for this contention. It must very frequently happen that if labels or tickets are put at different ends, or different sides of packages, or if a portion of a mark is stamped or impressed on one side of any article and the other portion on the other side, the whole mark cannot be seen at the same time; the goods may have to be turned over, yet it cannot be doubted that marks so used are being properly used as trade-marks. A further point was made that the respondents have only used their registered mark for cotton yarn, and only intend so to use it, whereas they have registered it in class 23, for cotton yarn and sewing cotton not on spools or reels. It does not appear that the applicants deal in sewing cotton or can be in any way affected by the registration, except so far as yarn is concerned, and in any case their remedy would be to rectify the register by limiting the mark to those articles in the class in connection with which it was being actually used, as was done in *Re Edwards' Trade-Mark*, and not to strike the mark off the register altogether. No application has been made to me on the present motion to limit the respondents' mark to yarn. The result is that the motion fails and must be refused.—Counsel, *O. Leigh Clare* and *Kerly*; *Sebastian*. Solicitors, *W. J. & E. H. Tremellen*, for *Blair & Seddon*, Manchester; *Woodcock, Ryland, & Parker*, for *Tweedale, Son, & Less*, Oldham.

[Reported by H. L. Ormiston, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

Re **EDWARD HENRY DAVIES (PRESUMED DECEASED).** Jeune, P. 10th March.

Probate—Presumption of Death.

This was a motion on behalf of Sarah Selina Davies for leave to swear the death of Edward Henry Davies, her nephew, until recently of 47, Dove-street, Bristol. It appeared that Mr. Davies was a master mariner in the employment of Messrs. Elder, Dempster, & Co., who were the managing owners of the steamship *Merrimac*, of London. In September,

1899, Mr. Davies was chief officer of the steamship *Monterey*, owned by the African Steamship Co., which was also under the management of Messrs. Elder, Dempster, & Co., and on the 13th of September, 1899, he sailed on board the latter vessel from Avonmouth bound for Quebec. While at Quebec Mr. Davies was taken from the steamship *Monterey* and put in charge of the steamship *Merrimac*, which was laid up for repairs. On the 25th of October, 1899, he sailed in charge of the steamship *Merrimac* from Quebec for Belfast, but from that date the vessel had never been heard of, and had been posted at Lloyd's as missing, the underwriters having paid as on a total loss.

JEUNE, P., gave leave to swear the death of Mr. Davies as having occurred on or since the 25th of October, 1899.—COUNSEL, *L. D. Powles.* SOLICITORS, *Maples, Teesdale, & Co.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

MOORE *v.* **KEYTE.** Div. Court. 5th March.

VACCINATION ACTS—RESOLUTIONS BY LEICESTER GUARDIANS DIRECTING THEIR VACCINATION OFFICER NOT TO PROSECUTE CERTAIN DEFAULTERS—PROCEEDINGS NEVERTHELESS TAKEN BY VACCINATION OFFICER—VALIDITY OF CONVICTION BY MAGISTRATES.

This was an appeal from an order of the justices of Leicester, who in October last convicted and fined the appellant Moore 1s. and costs for neglecting to have his child Hilda Victoria, born on the 13th of January, 1901, vaccinated within six months after birth. The prosecution was taken at the instance of the respondent Keyte, the vaccination officer appointed by the Leicester Board of Guardians. The respondent had in October included the appellant in a list of ten defaulters under the Vaccination Acts, and in regard to those named in the list and in another containing twelve names which the respondent had handed to the guardians in June, they passed resolutions in June and October as follows: "That the vaccination officer be instructed to take no further steps instituting proceedings against those persons whose names are included in the list submitted to the guardians to-day until he receives the instructions of the guardians to do so." These resolutions were sent to the respondent, but he took proceedings against the appellant notwithstanding them, and this, it was said, he had no power to do. At the hearing the clerk of the guardians read to the justices from his minute book a resolution passed by the guardians on the 30th of April, 1901, to the effect that the board strongly condemned the action of the vaccination officer in prosecuting defaulters under the Vaccination Acts, and incurring law expenses without first consulting the guardians, and instructing him in future to report defaulters to the board, so as to afford them an opportunity to offer a reasonable excuse, as provided by section 29 of the Vaccination Act, 1867. The guardians, it was also stated, had pointed out to the respondent that he was appointed subject to section 5 of the Vaccination Act, 1871, to enforce the provisions of the Acts of 1867 to 1898, and to prosecute such persons as were charged as defaulters, and that the guardians would specially authorize him in writing under their common seal to prosecute such defaulters as they desired to be prosecuted. This resolution was also forwarded to the respondent, who had accordingly submitted the lists above referred to, with the result that the guardians directed him to hold his hand. The respondent, however, disregarded these instructions and instituted proceedings against the appellants, and before the magistrates submitted that his appointment to the post of vaccination officer gave him impliedly power to enforce the Vaccination Acts, and to take proceedings without the authority or the directions of the guardians. The appellant's case was that the vaccination officer could not prosecute without the sanction of the guardians. Other points were raised by the defaulter on appeal, and the questions for the High Court were, on the facts as stated, (1) Whether the vaccination officer by virtue of his appointment as such, without direction, general or special, from the guardians at any time, and notwithstanding the guardians' directions not to prosecute in certain specified cases, could institute proceedings under the Vaccination Acts, 1867 to 1898, as vaccination officer of the guardians; and (2) whether it was a condition precedent to a prosecution by a vaccination officer under section 29 of the Vaccination Act, 1867, that due proof must be given of the public vaccinator having previously given notice of a visit and having visited the house.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal with costs.

Lord ALVERSTONE, C.J., in giving judgment, said it seemed perfectly plain that when the magistrates had the case before them it was for them to say what was a reasonable excuse. That was a question it was not for the board of guardians to decide. To hold that there ought to be an investigation by the guardians before the vaccination officer could institute proceedings would involve everybody in absolutely useless and unnecessary expense and trouble. There was no ground for saying that the consent of the guardians must be a condition precedent to the prosecution, and having regard to the duty which the vaccination officer had to perform, the course taken by the respondent was perfectly right. He should have come to that conclusion without reading in conjunction with the sections of the Acts bearing on this subject the Local Government Board Orders, but they made the duty of the vaccination officer the more abundantly clear. Any order of the guardians interfering with his statutory duty the vaccination officer would not be bound to obey. The Court were against the appellant also on the point about the evidence as to the visits of the vaccination officer being necessarily in evidence, and as the court could not assume even that there had been a *bonâ fide* investigation by the guardians in this case of the grounds of excuse, the appeal failed on all points. Appeal dismissed accordingly.—COUNSEL, *Rawlinson*, K.C., and *Schultess Young; J. J Parfitt; The Attorney-General* and *H. Sutton*, for the Local Government Board. SOLICITORS, *Owston, Dickinson, & Simpson*, Leicester; *Fowler & Fowler*, Leicester; *Solicitor to the Local Government Board.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

REX *v.* **THE ARCHBISHOP OF CANTERBURY AND ANOTHER.** *Re* **GORE.** *Ex parte* **COBHAM AND GARBETT** (No. 2). Div. Court. 3rd March.

PRACTICE—COSTS—CROWN—PREROGATIVE WRIT OF MANDAMUS—NO JURISDICTION TO GIVE COSTS TO CROWN.

Argument on point of law. In this case rules *nisi* were granted at the instance of the prosecutors Cobham and Garbett, calling on the Archbishop of Canterbury and his Vicar-General to shew cause why a prerogative writ of *mandamus* should not issue commanding him to hear opponents of the confirmation of Canon Gore as Bishop-Elect of the Diocese of Worcester. Notice of the rules were directed to be served on the Dean and Chapter. There was no similar direction to serve the Treasury on behalf of the Crown, but the application affected the rights of the Crown. Cause was shewn by the law officers appearing on behalf of the Crown without objection raised, and by counsel on behalf of the Archbishop and Vicar-General, and after argument the rules were discharged, costs being allowed to the Archbishop (*vide supra*, p. 282). The question which now came before the court was whether the court had jurisdiction to award costs to the Crown on the discharge by the court of a rule for a prerogative writ of *mandamus*.

THE COURT (Lord ALVERSTONE, C.J., and WRIGHT and RIDLEY, JJ.), having taken time to consider, refused to make the order.

Lord ALVERSTONE, C.J., in reading the judgment of the court, said that in their opinion the Attorney-General had a clear right to oppose the motion, but they had not been referred to, nor had they been able to discover, any case in which the ancient doctrine that in matters at common law the Crown "never paid nor received costs," as it was laid down by Lord Campbell in *Reg.* v. *Beadle* (5 W. R. 498, 7 El. & Bl. 492), and in *Rex* v. *Miles* (7 Term Rep. 367), *Lord Advocate* v. *Lord Dunglas* (9 Cl. & Fin. 173), and *Smith* v. *Earl of Stair* (2 H. L. Rep., at p. 809) had been expressly questioned in regard to the prerogative writ of *mandamus*. They, the learned judges, thought it clear that neither the Act 1 Will. 4, c. 21, s. 6, nor the existing Rules of the Supreme Court had altered the law as affecting the present case. For these reasons they could not make any order for payment of costs to the Crown.—COUNSEL, *Sutton; Bramwell Davis*, K.C., and *Whitehead; Danckwerts*, K.C., and *Morton Smith*. SOLICITORS, *Solicitor to the Treasury; Wainwright & Co.; R. Todd.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

BROWNE *v.* **BRAND.** Div. Court. 6th March.

LICENSING LAW—RIGHTS OF TRAVELLERS—POWER OF INNKEEPER TO REFUSE ADMISSION.

This was an appeal from the decision of Judge Martineau at the Brighton County Court. The plaintiff was, on the 9th of April last, driving a motor-car near Horley, in Sussex. It broke down in the night, and he arrived at 2 a.m. at "The Chequers," a well-known inn there. All the bedrooms were occupied, and the landlord refused to accommodate the plaintiff, who, however, received some refreshment there. He brought an action for damages occasioned by the refusal of the landlord to let him sleep in a sitting-room. The county court judge found that the inn was full, and that the defendant had not acted unreasonably. It was contended by the plaintiff that the landlord was bound to admit the plaintiff as the house was not full. There were only two exceptions to the rule that an innkeeper must admit guests: (1) If the traveller was drunk or violent; (2) if the inn was full. In this case, as there was a vacant sitting-room, the defendant was bound to allow the plaintiff to use it. Hawkins' Pleas of the Crown, p. 714; *R.* v. *Ivens* (7 C. & P. 213), *Fell* v. *Knight* (8 M. & W. 269) were cited in support of the above contention.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J.—These cases must be judged on their merits. I do not think that the defendant was bound to allow the plaintiff to occupy a sitting-room if all the bedrooms were full. The true view of the common law rule was that if an inn was not full the landlord was bound to admit travellers, he could not pick and choose. But if the inn was full, he was not bound to let people remain in sitting-rooms. He was bound to act reasonably, and the county court judge had found he had so acted.

DARLING and CHANNELL, JJ. concurred.—COUNSEL, *Thornton Lawes, English Harrison*, K.C., and *Burleigh Muir*. SOLICITORS, *George Terrell; Cooper, Turner, & Co.*

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

JONES *v.* **WASLEY.** Div. Court. 11th March.

MASTER AND SERVANT—WRITTEN AGREEMENT AS TO WAGES—VERBAL AGREEMENT TO GIVE SERVANT SO MUCH CIDER PER DAY—TRUCK ACTS, 1831-1896—ADMISSIBILITY OF VERBAL CONTRACT TO SUPPORT CONVICTION.

Case stated by the justices of the peace for the county of Worcester. The appellant, Mrs. Jones, a Worcestershire farmer, appealed against a decision of the local justices, who had convicted and fined her £5 and costs for an offence under the Truck Acts, 1831 to 1896—namely, by unlawfully paying to a labourer named Cooper in respect of his employment by the appellant certain wages otherwise than in the current coin of the realm. Cooper had worked for the appellant under different agree-

ments which varied the rate of wages he was to receive. There was some little dispute as to whether in his first agreement, which was in writing but had been lost, and secondary evidence of its terms could only be given, there was any provision as to the amount of cider he should receive per week in addition to 14s. and a cottage and garden rent free, but the appellant said there was not. In the later agreements, under which Cooper's wages were raised, there was, however, no mention made of his having any cider, although during the whole time that he worked as a wagoner for the appellant he was supplied with cider. Cooper having been dismissed, he sued the appellant before the petty sessional court for wages due and 6s. 8d. for cider, his case being that the cider or its value was due to him under a verbal agreement. He obtained an order against the appellant for the wages he claimed, but the amount he claimed for cider was disallowed on the ground that for the purposes of the case the written agreement was conclusive as to what the terms of the agreement for service between himself and his late employer were. Evidence was given that most of the workmen employed on the appellant's farm were supplied with cider, but that those who did not have it did not receive any additional wages in lieu of it, and the appellant said she could have discontinued the supply at any time. It was also proved that Cooper usually had three quarts of cider a day, but that if he did not take his allowance he received no equivalent in money or otherwise. When Mrs. Jones was subsequently proceeded against under the Truck Acts for supplying Cooper with cider in lieu of current coin as wages, she pleaded that the cider was a gift to the men on the farm, and it was the general practice of all farmers in that part of the country to allow cider free to their men. The magistrates held the offence was proved, but stated a case in which they found as a fact that the cider was supplied in part payment of wages to Cooper under a verbal agreement or understanding existing between the parties at the time when the last written agreement was entered into, and they convicted the appellant. The question for the opinion of the court was whether the justices were right in receiving and acting upon evidence of a verbal agreement to supply cider in part payment of wages and in allowing such evidence to prevail in spite of the existence of a written agreement which was admittedly not modified by any subsequent agreement, verbal or otherwise, and which while containing other terms in relation to the employment of Cooper was wholly silent on the question of cider.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), without hearing the respondent, dismissed the appeal.

Lord ALVERSTONE, C.J., said he doubted whether he should have come to the same conclusion as the magistrates, but they had found that the cider was in fact supplied in part payment of wages. It was contended on behalf of the appellant that there being a written agreement the court ought not to look at a verbal agreement made by the parties even if it was found by the magistrates to be an undertaking to supply something other than money in payment of wages. If that contention prevailed it would reduce the concluding words of section 25 of the Act of 1831 to practical nullity. That section was drawn in the widest terms. It was impossible for the court to say that there was no evidence of such an agreement in view of the statements made by Cooper. He did not suggest that any gift given by an employer out of the kindness of his heart, such, for example, as beer during hay-making time, was part of a man's wages, in such a sense that the master who allowed it would infringe the Truck Act, but on the finding before them they could not say that the conviction was wrong.—COUNSEL, *Rawlinson*, K.C., and *Corner; Amphlett*, K.C. SOLICITORS, *Stallard & Turner*, for *T. H. Coombs*, Worcester; *Samuel Thornely*, Worcester.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

MONK *v.* **ARNOLD.** Div. Court. 3rd March.

FACTORY ACT (54 & 55 VICT. c. 75), s. 7—PROVISIONS AGAINST FIRE—POWER OF COUNTY COURT JUDGE TO APPORTION COST OF SAFETY APPLIANCES.

This was an appeal from the decision of Sir John Edge at the Clerkenwell County Court apportioning the cost of safety appliances made to a factory in Hoxton in accordance with the provisions of section 7 of the Factory Act of 1891. Section 7, sub-section 1, provides that every factory shall be provided with such means of escape as can reasonably be required under the circumstances of the case. Sub-section 2 provides that a notice shall be served on the person being within the meaning of the Public Health Act, 1875, the owner of the factory, requiring him to carry out the same within a specified date, and unless such requirements are so complied with such owner shall be liable to a fine not exceeding one pound per day for every such noncompliance. If the owner alleges that the occupier of the factory ought to bear or contribute to the expenses of complying with the requirement he may apply to the county court having jurisdiction where the factory is situate, and thereupon the court may make such order as appears to the court just and equitable under all the circumstances. The respondent, who was the owner of the factory, did the work and claimed to be recompensed the cost of the work from the appellant, who was the tenant under a lease dated the 1st of November, 1897. For the appellant it was contended that the word "ought" in the section implied legal liability, and that the tenant, who was not bound by his covenant to pay this amount, could not have any liability imposed upon him by this section which he was not legally obliged to pay. For the respondent it was contended that the Act of Parliament meant to look after the safety of the factories and imposed the burden on the owner, but gave the county court judge power to impose upon the tenant a portion of the liability in cases where the tenant was not legally liable.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal, being of opinion that the true construction of section 7, sub-section 2, of the Act of 1891 was to give the county court judge a discretion as to what portion of the cost should be borne by landlord and tenant respectively having regard to all the circumstances of the case. The primary idea of the Legislature was to ensure the safety of the factories, and they imposed the burden on the owner, leaving it to the county court judge to do what was right between the parties. The word "ought" in the section was not to be read as implying a legal obligation.—COUNSEL, *C. A. Russell, K.C.*, and *Daly; Boger; Dickens, K.C.*, and *Chester Jones*. SOLICITORS, *Stanley Evans & Co.; Shaen, Roscoe, & Co.*

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **WALLIS.** *Ex parte* **THE TRUSTEE** *v.* **CHARLOTTE WALLIS.** Wright, J. 10th March.

BANKRUPTCY—PROPERTY OF BANKRUPT—ASSIGNMENT OF CHOSE IN ACTION—NOTICE OF ASSIGNMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 44.

Motion by the trustee in the bankruptcy of A. Wallis for a declaration that he was entitled to a policy for £500 on the life of the bankrupt. Some time prior to the bankruptcy Wallis had deposited the policy in question with his wife Charlotte Wallis to secure a loan made by her from her separate estate. She did not give notice to the insurance company of her charge on the policy before the bankruptcy. On the 11th of October, 1901, a receiving order was made against Wallis, who, on the same day, informed the official receiver of the existence of the policy, and of the fact that it was deposited with his wife. On the 16th of October the official receiver gave notice to the insurance company that a receiving order had been made against Wallis. On the 3rd of January, 1902, Mrs. Wallis gave notice of her claim to the insurance company. The trustee in the bankruptcy thereupon launched the present motion to determine the title to the policy.

WRIGHT, J., held that Mrs. Wallis was entitled to retain the policy. She had a good equitable charge for value on the policy before the bankruptcy. The trustee took the bankrupt's property subject to all incumbrances for value existing at the date of the bankruptcy, and did not affect the rights of any such incumbrancer by giving prior notice of his claim. Application dismissed.—COUNSEL, *Eve*, K.C., and *Richard Neville; Reed*, K.C., and *F. Meller*. SOLICITORS, *Pieses & Son; Wood & Wootton*.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR.** *Ex parte* **INCORPORATED LAW SOCIETY.** Div. Court. 11th March.

SOLICITOR—UNDERTAKING BY SOLICITOR WHEN BEFORE COMMITTEE TO PAY COMPLAINANT HIS COSTS—APPLICATION TO THE DIVISIONAL COURT FOR SUCH AN ORDER—PRACTICE.

In this case the solicitor, when before the committee, had agreed to pay the complainant his costs. Counsel on behalf of the complainant asked for an order that the respondent should now pay, as agreed, the complainant's costs before the committee. Counsel for the Law Society asked the court not to accede to the application, as it was contrary to the practice invariably followed. In these cases it was unnecessary for the complainant to make a separate application for his costs as the notice of motion prepared by the Law Society provided for the payment out of the sum allowed them for costs any costs which the complainant was entitled to recover. There were cases when, under special circumstances, the court had heard a separate application made on behalf of the complainant for costs, but while the court could hear the application, he asked that they should not do so, as it might be treated as a precedent, which could only lead to unnecessary expense.

THE COURT took that view, and the usual order only—that the solicitor should pay the costs of the inquiry and of this motion—was made.—COUNSEL, *Hollams; C. W. Kent*. SOLICITORS, *The Solicitor to the Incorporated Law Society; Wm. Hood*, Croydon.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

March 10.—THOMAS WHITMORE BAYLIS, 22, Gloucester-street, Pimlico.
March 10.—WILLIAM PAYNTER BARTON BROWNE.
March 10.—RICHARD WILLIAM WOOLLEY HUFF, West Bromwich and Wolverhampton-street, Dudley
March 10.—JOHN WILLIAM PHILLIPS, Birmingham.
March 10.—JAMES FRANCIS RICHARDSON, 55, Cross-street, Manchester.
March 10.—CHARLES JOSEPH ROPER SCUDAMORE, 79, Gresham-street, E.C.
March 10.—REGINALD TALBOT, 13, South-square, Gray's-inn.
March 11.—THOMAS MOLISON SMITH, 180, New Kent-road, Surrey.

SOLICITORS ORDERED TO BE SUSPENDED.

March 10.—HASTINGS CARTER DRAPER, 83, Vincent-square, Westminster, three years.
March 11.—GEORGE WHITWELL DENNIS, St. John's-grove, Croydon, one year.

The annual general meeting of the Selden Society will be held in the Council Room, Lincoln's-inn-hall, on Wednesday, the 19th of March, 1902, at 4 30 p.m., Lord Macnaghten in the chair.

LAW SOCIETIES.

THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The twenty-seventh annual general meeting of this society was held at the rooms, on Wednesday, the 26th of February, 1902, at 3.30 o'clock p.m. Present: Mr. Reginald Benson in the chair, and Messrs. H. Auty, J. C. Auty, J. Barber, J. Bingham, J. Binney, F. Bowman, E. Bramley, G. E. Branson, B. T. Burdekin, J. C Clegg, W. E. Clegg, J. N. Coombe, J. H. Davidson, G. Denton, F. E. Eaton, L. E. Emmet, A. S. Fawcett, W. Glossop, T. W. Hall, A. F. H. Harrop, A. Howe, J. B. Kesteven, A. Neal, C. Padley, J. K. Parker, D. H. Porrett, C. Robinson, H. E. Sandford, G. H. Simpson, T. A. Skinner, A. Slater, F. F. Smith, W. F. Smith, A. A. Tasker, J. B Wheat, and R. E. Hodgkinson (Rotherham).

The notice convening the meeting, and the report, as printed and circulated, having been taken as read, it was resolved:

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Arthur Wightman, the treasurer for the past year, be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. Reginald Benson, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Edward Bramley for the able manner in which he has discharged the office of honorary secretary during the past year.

5. That Mr. William Edwin Clegg be elected the president, Mr. F. Parker Rhodes be elected the vice-president, Mr. Arthur Wightman be re-elected the treasurer, and Mr. Edward Bramley be re-elected the secretary of the society.

6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year: Messrs. J. Barber, R. Benson, J. Binney, R. M. Brown, J. C. Clegg, J. N. Coombe, G. Denton, W. B. Esam, R. E. Hodgkinson, W. Irons, A. Neal, D. H. Porrett, H. B. Sandford, H. Sayer, and R. T. Wilson.

7. That Messrs. F. F. Smith and F. E. Eaton be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Messrs. J. C. Auty and F. F. Smith for their kindness in auditing the accounts for the past year.

8. That the thanks of the society be given to the Right Hon. C. B. Stuart Wortley, K.C., M.P., for his attention to the matters laid before him by the committee, and for the prints of the public Bills brought into the House of Commons during the past Session, which he has forwarded to the committee.

The president presented the society's prize, valued £10 10s., to Mr. Ernest Edward Chitty, who passed in the second class for honours in the November (1901) Examination.

Mr. Chitty suitable responded.

9. That the thanks of the meeting be given to the chairman for presiding.

The following are extracts from the report of the committee:

Members.—The number of members is now 166.

Building Society Officials Preparing Mortgages, &c.—A communication was received from the Incorporated Law Society asking if your committee knew of any secretaries of building societies, not being solicitors, who prepared and completed the various mortgages made by the members, as, under counsel's opinion, obtained by that society, such a procedure was an infringement of section 44 of the Stamp Act, 1891, even if no payment other than his regular salary was made to the officer who prepared the document. The committee's answer was that there were very few building societies in Sheffield, and that they knew of no such practice in this district. The same principle would seem to extend to bank clerks preparing charges under seal.

After-acquired Property of an Undischarged Bankrupt.—Your committee had a long discussion on a communication received from the Hull Law Society, drawing attention to the risks incurred by the public and the responsibility of solicitors in dealing with real property, the title to which may have passed through the hands of an undischarged bankrupt, who acquired the property after the bankruptcy: see *New Land Development Co.* v. *Gray* (61 L. J. Ch. 495) and *Bird* v. *Philpott* (1900, 1 Ch. 822). There seemed no way of altering this inconvenient state of things except by legislation, and the committee expressed their willingness to aid the Hull Law Society in any steps the latter might decide to take to further this end, and suggested they should make representations to the Incorporated Law Society on the point. There seems little chance, however, in the present Parliamentary block, of obtaining such an Act for some time.

Solicitor-Trustees.—The committee's attention was drawn to recent decisions, notably those of *Re Fish* (1893, 2 Ch. 413) and *Clarkson* v. *Robinson* (1900, 2 Ch. 722), bearing upon the question of the power of solicitor-trustees to charge the estate for work done by them under the trustees' remuneration clause usually inserted in wills and settlements. It will be in the recollection of some of the members that, in the year 1884, the committee had the same question before them in another form. The following is a copy of a paragraph on p. 9 of the society's tenth annual report: "The committee's attention having been called to the disallowances made in administration actions to trustees and executors, who had employed solicitors to do work which, in the opinion of the taxing-master, might have been done by themselves, and in particular to the position raised by the case of *Bellamy* v. *Metropolitan Board of Works* (L. R. 24 Ch. Div. 387), they, after consultation with the London Council, recommended the adoption of a clause drawn by Mr. Wolstenholme, the eminent conveyancer, to be inserted in wills and settlements, giving executors and trustees power to remunerate solicitors for their services, and such clause was sent to every member." The following is a copy of the clause referred to: "It is hereby declared (and I do hereby direct) that the (executors and) trustees or trustee for the time being may, in their or his uncontrolled discretion, instead of acting personally, employ and pay a solicitor or any other person to transact any business or do any act of whatever nature required to be done in the premises, including the receipt and payment of money, and that any (executor or) trustee hereunder, being a solicitor or other person engaged in any profession or business, may be so employed or act, and shall be entitled to charge and be paid all professional or other charges for any business or act done by him or his firm in connection with the trust, including acts which (an executor, or) a trust could have done personally." The Council of the Incorporated Law Society have expressed an opinion that if the clause, as settled by Mr. Wolstenholme, had been inserted in the will in the case of *Clarkson* v. *Robinson*, the charges which were disallowed that case would have been allowed, and Mr. John Dixon, whose opinion has been taken by the committee, confirms this view. The committee considered that in view of these opinions the members might rely upon the clause as sufficient to enable a solicitor-trustee (if he so thought fit) to charge for all work done by him in connection with the trust, whether in the course of his profession or not.

Incidence of Estate Duty.—Solicitors throughout the country were invited by the Incorporated Law Society and the provincial law societies to give instances of delay and difficulty caused by the new opinion of the Inland Revenue authorities that now, in many cases, estate duty attaches to land, even where it is left to trustees upon trust for sale, or with power of sale, and not to the proceeds as formerly. It is believed that a considerable amount of delay and difficulty has been experienced, but this has been in many cases obviated by the vendor's solicitors giving—what they are not called upon to give, and what they take some responsibility in giving—their own undertaking, or by the purchaser's solicitors accepting, at some risk, the undertaking of the vendor. However this may be, the instances supplied by members were so few that it was not thought desirable to approach the Chancellor of the Exchequer with them, and the matter remains in abeyance for the present. Any members who can give useful information on the point are requested to communicate with the secretary.

Legal Education and Sheffield University Law Classes.—Ten students have joined the elementary class for the session 1901-2, and four the advanced. As the total number of articled clerks in the district is only about twenty, these numbers may be considered as highly satisfactory. A summarized statement of account in connection with the classes will be found attached to this report. After this session the three years' experimental period will have come to an end, and the committee will have to decide whether the classes will be continued, and, if so, put, if possible, on a rather more permanent basis. This will depend on the financial support that can be obtained for them, and expressions of opinion from members on the point will be welcomed. The Incorporated Law Society have been good enough to give, beyond their subscription of £50, a special donation of £25 for the classes this year. It is worth mentioning that the whole of the students who have attended the classes and presented themselves for the intermediate or final examinations have now got through the examinations they have sat for. Assuming that the classes are continued, it is hoped that members will do their best to ensure that all articled clerks attend them, as they ought to prove of considerable benefit to them. The Accountancy Lectures referred to in the last report were duly delivered by Mr. Harry Short, the president of the Sheffield Chartered Accountants' Society, and classes were held in connection with them, but the attendances were somewhat disappointing, and the committee are not doing anything further in the way of tuition in bookkeeping and accounts for the present.

Conditions of Sale.—The committee had their attention drawn by the Wakefield Law Society to the decision of Buckley, J., in the case of *Dougherty* v. *Oates*, reported in the SOLICITORS' JOURNAL of 15th December, 1900, p. 119, which seemed to imply that unless intending purchasers were given an opportunity of inspecting conditions of sale and all material deeds before coming into the sale room, they would not be bound by any restrictions other than those which would necessarily be implied from the description of the property, as, for instance, restrictions about roads, frontage, and the like, implied by land being advertised as "building land." As this decision conflicted with the usual practice in Sheffield on sales by auction, except in large matters, the committee decided to lay a case before Mr. John Dixon on the point. Advantage was also taken of the opportunity to ask Mr. Dixon, in the case, one or two other points arising on the Land Transfer Act, 1897. The committee did not consider it necessary to have the conditions reprinted on account of the slight alteration he recommended in condition No. 4, but the conditions should be acted upon as if that alteration had been made.

The following is a copy of the case submitted to Mr. Jno. Dixon, with his opinion:

QUESTIONS.

1. How should notice be given to a purchaser (at a sale by auction) of restrictive or onerous covenants or conditions, whether in a lease or in other deeds, so that he may be deemed to have had a fair opportunity of ascertaining what they are?

2. Would it be sufficient for the advertisement to state the fact that the conditions, general and special, and all relative deeds, including the lease (if any), can be inspected at the vendors' solicitors office, during business hours, on the five days before the sale?

3. Is it necessary that this should be done?

4. Is the mere announcement that a sale will be subject to the general conditions of the Sheffield District Incorporated Law Society notice to any

purchaser that he can inspect the lease in accordance with general condition 4, and so affording him a reasonable opportunity of making himself acquainted with the provisions of the lease, as apparently is requisite?

5. Generally, what is the proper course to be adopted with regard to title and conditions of sale so as to save unnecessary expense, and at the same time avoid the risk of having the validity of the sale or of part of the contract questioned?

6. Should the wording of condition 4 be altered with regard to the times before the sale at which leases can be inspected?

7. Has the Land Transfer Act, 1897, affected the registration of probates and affidavits of intestacy at the Wakefield Deeds Registry, in connection with the real estate of persons dying after its passing?

8. If so, how far should the existing practice, and general condition No. 7, be altered?

9. Is it now necessary to register, at the Wakefield Deeds Registry, letters of administration of a person possessed of real estate, or probates which relate to leaseholds only, and also letters of administration in a similar case?

ANSWERS.

1 to 5. (*a*) I think that notice of restrictive or onerous covenants or conditions can be given, either by the advertisement or by the particulars or special conditions of sale, if published a reasonable time before the auction.

(*b*) I think that (subject to the observations hereinafter contained) it would be sufficient for the advertisement, or for the particulars or special conditions of sale, if published a reasonable time before the auction, to state that the property is subject to certain covenants or conditions, indicating briefly their nature, and that the deed or deeds containing such covenants or conditions, or a copy thereof, may be examined at the office of the vendor's solicitor, during business hours, on the five (or some other reasonable number of) business days immediately preceding the day of sale and that the purchaser shall be deemed to have bought with full notice of the contents thereof.

(*c*) As regards leasehold property, I think that the mere statement that the sale is subject to the general conditions of sale of the Sheffield Law Society is sufficient notice to the purchaser of the fourth condition as to his being able to examine the lease or a copy thereof and as to his being deemed to have bought with full notice of the contents thereof.

(*d*) But I think that where there is a covenant or condition which would or might interfere with the use of the property for any purpose for which it is described in the advertisement or particulars as used or suitable to be used (as in *Davis* v. *Carey*, 40 Ch. D. 601), or a covenant requiring the expenditure of a large sum of money (as in *Dougherty* v. *Oates*, SOLICITORS' JOURNAL, 15th December, 1900, p. 119), it would not be prudent to rely on either of the above general statements; but the existence and nature of such covenant or condition should be stated either in the advertisement or in the particulars or special conditions of sale, if published a reasonable time before the auction.

(*e*) I think that in cases where it is not intended to print and circulate, before the auction, the special conditions of sale, and they are not of a very ordinary character, the advertisement should state that they may be examined as above mentioned in paragraph (*b*).

(*f*) As regard the contract to be signed by the purchaser, I think that it is only prudent (whether necessary or not) to annex a print of the general conditions of sale, instead of merely referring to them, and of course the special conditions must be annexed.

6. I think that the fourth general condition of sale would be improved by substituting the words, "during business hours on the five business days," for the words, "between the hours of 11 a.m. and 4 p.m. on the three days."

7. I do not understand the grounds on which it is suggested that the fact of the Land Transfer Act vesting the real estate in the personal representative renders the registration in any Yorkshire registry of probates or of affidavits of intestacy unnecessary.

8. I see no reason for altering general condition 7.

9. I am of opinion that it is not necessary to register in any Yorkshire registry letters of administration of the estate of a deceased owner, as regards either real or leasehold property, and the Yorkshire Registries Act does not appear to me to contain any provision for the registration of letters of administration. I also think that it is unnecessary to register probates as regards leasehold property.

Australian Documents.—The committee have obtained from the Colonial Office some useful information as to the formalities with which documents dealing with property in the different Australian Colonies, or required for use in the courts there, have to be executed; and this information has been placed in the library for the use of members.

THE SELDEN SOCIETY.

The following is the report for the year 1901:

1. The society has suffered this year several losses by the death of old members and by some unavoidable resignations. But the places have been filled by new subscribers and the total number of members shews a very slight increase, having risen to 294. It is noteworthy that a large majority of the new subscriptions come from the libraries of public institutions, a fact which affords satisfactory evidence that the publications of the society are more and more recognized as standard works of reference.

2. Volume XIII. of the society's publications for 1899, being "Select Pleas of the Forest" and edited by Mr. G. J. Turner, which was in arrear, was issued in September. The Council regret the delay, but trust that the members will find a recompense for their patience in the quality of the work. Volume XV. for 1901 was issued early in January, 1902, and is "Select Pleas, Starrs, and other Records from the Rolls of the Exchequer of the Jews," edited by Mr. J. M. Rigg. This volume has been produced with the assistance of the Jewish Historical Society of England, and the Council desire to record their sense of the friendly co-operation shewn by that society which has enabled the joint undertaking to be carried through without any difficulty. Volume XVI., for 1902, will be the first volume of "Select Proceedings in the Star Chamber," edited by Mr. I. S. Leadam. The preparation of this is well advanced, and a portion of the MS. is now in the printer's hands.

3. Provisional arrangements (subject to contingencies) have been made for the following publications in subsequent years:

1903. "Year Books of Edward II.," Vol. I. Edited by Professor Maitland.

1904. "Star Chamber," Vol. II. Edited by Mr. I. S. Leadam.

1905. "Year Books of Edward II.," Vol. II. Edited by Professor Maitland.

1906. "Glanvill." Edited by Mr. I. S. Leadam.

Also other volumes of the Year Books and volumes on "Borough Customals" and "Charters of Trading Companies."

4. The period of Lord Justice Stirling's office as vice-president has expired. The council have nominated in his place Mr. Justice Wills, who has kindly consented to accept the office. The Council desire to record their gratitude to Lord Justice Stirling for his services as vice-president during the last three years.

5. Under the rules the following members of the council retire by rotation, namely: Mr. Atkinson, Mr. Justice Bruce, Mr. Carter, Mr. Justice Channell, Mr. Cyprian Williams. The council have re-nominated all the retiring members who are willing to serve again. No nomination has been received under rule 7 (*a*).

6. The election of Mr. Justice Wills as vice-president creates a casual vacancy in the council, which has been filled under rule 8 by the nomination of the Master of the Rolls, who has consented to serve.

7. An abstract of the accounts, with the report of the auditors, is annexed.

UNITED LAW SOCIETY.

March 10.—Mr. E. F. Spence in the chair.—A joint debate was held with the members of the Law Students' Debating Society. Mr. R. P. Croom Johnson (L.S.D.S.) moved: "That the Government is to be commended for concluding the recent treaty with Japan." Mr. Neville Tebbutt (U.L.S.) opposed. There also spoke: Messrs. W. M. Pleadwell (L.S.D.S.), Alfred Dods (L.S.D.S.), E. F. Spence (U.L.S.), Oscar J. Kuhn (L.S.D.S.), A. Heiron (L.S.D.S.), H. Shephard (L.S.D.S.), C. Kains-Jackson (U.L.S.), P. B. Walmsley (U.L.S.), and F. J. Leggett (L.S.D.S.). Mr. H. A. Baker (L.S.D.S.) replied for Mr. Croom Johnson. The motion was carried by eleven votes.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. Robert Cunliffe in the chair. The other directors present being: Messrs. H. Morten Cotton, Grantham R. Dodd, Walter Dowson, Hamilton Fulton (Salisbury), H. E. Gribble, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), Sir George H. Lewis, Richard Pennington, J.P., Wm. A. Sharpe, R. S. Taylor, and J. T. Scott (secretary). A sum of £385 was distributed in grants of relief, four new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 11.—Mr. W. H. King presiding.—A debate took place on the following moot point: "Is insanity a defence to an action to recover damages for a wrong independent of contract?" The speakers in the affirmative were Messrs. S. J. Grey, T. H. Cleaver, E. Woodward, B. E. Crump, and W. H. Coley, and in the negative Messrs. E. A. B. Cox, H. W. Lyde, and T. F. Duggan. After the openers on both sides had replied, the chairman summed up, and on the question being put to the meeting a verdict resulted in favour of the negative. A very hearty vote of thanks to the chairman for his services concluded the meeting.

The death is announced of Mr. Piers White, K.C., a leading member of the Irish bar, on Saturday at his residence in Dublin. He was called to the bar in 1845, and became a Queen's Counsel in 1871. In 1885 he was appointed president of the Boundaries Commission for settling the boundaries of the newly-created constituencies in Ireland.

It is stated that the Quebec Government is determined to abridge the right of appeal to the Privy Council as a consequence of the decision of the Judicial Committee in *Roy* v. *The Canadian Pacific Railway*, in which the Privy Council ruled that a farmer had no claim for compensation for crops destroyed by a spark from a locomotive, because the company's charter overruled the law of Quebec. Mr. Gouin, one of the members of the Government, was counsel for Roy, and, according to the Montreal correspondent of the *Daily Chronicle*, has since been arousing French-Canadian prejudice to prevent a repetition of what he calls an invasion of the constitutional rights of Quebec.

COMPANIES.

ALLIANCE ASSURANCE COMPANY.

ANNUAL COURT.

The annual general court of the members of the Alliance Assurance Co. was held on Wednesday at the head offices, Bartholomew-lane, Lord ROTHSCHILD, chairman, presiding.

The report said that it was gratifying to the directors to be able to state that the operations of the company in all branches of business transacted in the year had been satisfactory. As regarded the life account, the number of policies issued during the year was 1,532, covering a gross sum of £1,070,493 and a net sum of £936,693. The single premiums received and the estimated annual premiums in respect of the new policies amounted to £60,420 on the gross sum assured, and to £54,466 on the net sum assured. The life assurance fund at the beginning of the year amounted to £3,287,223 12s. 7d., whilst the premiums for the year were £382,510 16s., and the interest (less income tax) and registration fees £121,425 17s. 6d., making a total of £503,936 13s. 6d. The claims by death and under matured endowments and endowment assurances amounted to £191,930 0s. 10d., and the surrenders and cash bonuses to £26,778 19s. 10d., and the commission and expenses of management to £38,250, making a total of £256,959 0s. 8d., so that the surplus was £246,977 12s. 10d., making the life assurance fund at the close of the year £3,534,201 5s. 5d. The annuity fund stood at £522,288 11s. 5d., being £220,918 12s. 10d. in excess of the amount at the close of the previous year. The amount at the credit of fire insurance fund and profit and loss account at the beginning of the year was £984,046 18s. 2d., the premiums received being £548,660 7s. 2d. The losses by fire (£51 3s. 3d. per cent. of the premium income) were £280,719 18s. 11d., and the commission and expenses of management, including bad debts (£86 4s. 5d.), being £35 3s. 4d. per cent. of the premium income £192,930 12s. 8d., making together £473,650 11s. 7d.; a total of £75,009 15s. 7d. The interest and dividends (less income tax) were £52,878 15s., which left a surplus of £127,888 10s. 7d. After deducting income tax on profit £5,543 3s. 10d., and dividend on share capital £100,000, making together £105,543 3s. 10d., a total of £22,345 6s. 9d. The amount at credit of fire insurance fund and profit and loss account at the close of the year was therefore £1,006,392 4s. 11d. The leasehold and investment policies fund amounted to £180,066 2s. 3d., being an increase of £42,060 12s. 11d. over the amount at the close of 1900. A summary of the company's funds at the close of the year shewed the following figures: Paid-up capital £550,000, life assurance fund £3,534,201 5s. 5d., annuity fund £522,288 11s. 5d., fire insurance fund £863,392 4s. 11d., leasehold and investment policies fund £180,066 2s. 3d., profit and loss account £143,000, making a total of £5,792,948 4s., which, added to reserve for outstanding claims, dividends, accrued commission and expenses, and bills payable £102,591 7s. 3d., brought the total up to £5,895,539 11s. 3d. The directors had resolved to declare a dividend for the year of 8s. per share on the paid-up capital, which would absorb £100,000, and there would remain on profit and loss account a balance of £43,000.

Mr. ROBERT LEWIS (general manager) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report.

Mr. F. A. LUCAS, M.P., seconded the motion.

Mr. W. EVANS said it was thirteen years since the board increased the dividend from 6s. 6d. to 8s. per share—thirteen years of very remarkable progress, and he should have liked to have heard at this meeting that it was to have been increased to 9s. or 10s. The only reason the board did not increase the dividend was that they were desirous of adding to the reserve funds. In 1888 the premiums on the life business were £147,063, and in the year before the meeting they were £382,000. In 1888 the premium income from the fire department was £346,542, and last year £548,000. This shewed a most remarkable progress. He was quite sure no one appreciated more than he the enormous power of the board for getting business, and good business. It was a board which the company could not possibly do without. The profits for 1899 were £154,000, which would have enabled the payment of a dividend of 10s. per share, and would have left a balance of £4,000. The profits for 1900 were £124,000, whilst last year the profits were £134,746, enough to pay a 10s. dividend with £9,744 surplus. If a dividend of 10s. had been paid for the last three years there would still have been a surplus to go to the reserve fund of £113,000. The business undertaken was of an exceptionally high character. The company had a larger reserve for every £100 of fire losses than most other companies. In 1899, for every £100 there were £370 of reserves, and the company had a very large capital for a comparatively small business. For every £100 of net losses in that year there were £580 of funds. If the board had acted on the views that prevailed in other companies the dividend would have been 10s. per share for the last three years, and the market value of the shares would accordingly have been very much increased.

The CHAIRMAN said he was sure he was only expressing the feeling of his brother directors when he said they were much obliged to Mr. Evans for making this attack upon their policy. But he thought it was an attack which could be easily answered. The effect of their policy had been to increase the value of the shares on the Stock Exchange and to put them at the high price at which they now stood, where they were capitalized to pay 4 per cent. instead of the higher rate of interest paid by other insurance companies. The board had always had one policy in view, which they had adopted some years ago after mature reflection. It was a policy which differed perhaps from the policy of the Alliance in olden days, when the reserves were considered to be the uncalled capital and the unlimited liability of the shareholders. The board had always gone on the principle that if the premium income increased the reserve must increase in proportion, and they had laid it down that the reserve fund should be more than twice the premium income. The board believed that the quality of the company's business was unexceptional, but they did not hide from themselves that even with the best class of business disastrous fires might happen. The company had insured largely and profitably in a great many towns in the manufacturing districts, and he hoped they would be spared a great calamity from fire; but fire insurance companies must expect occasionally to have considerable losses, and the directors felt it their duty to build up a reserve which would protect the shareholders against calls on capital and would render the business perfectly safe and secure. Mr. Evans had alluded to the company's life business and had included a fifth of the profits in his calculations. It had been the policy of the board not to discount the profits of the life business, because they felt as prudent men that it was wise build up the reserve, and he hoped and felt sure that the shareholders would agree to him that in so doing they had adopted a policy which was most beneficial to their interests and which gave the board no anxiety in transacting a large and, as he hoped it would continue to be, profitable business.

The motion was adopted and a dividend agreed to in the terms mentioned in the report.

On the motion of the CHAIRMAN, seconded by Mr. LUCAS, the retiring directors were re-elected as follows: Major-General Sir Arthur Ellis, K.C.V.O., Mr. James Fletcher, the Hon. Lionel Walter Rothschild, M.P., and Sir Charles Rivers Wilson, G.C.M.G., C.B.

Mr. Charles Lee Nichols, F.C.A., was re-elected auditor.

Mr. BATLEY moved a vote of thanks to the chairman, directors, and staff. They had a most able staff. Mr. Lewis was one of the best underwriters of the day.

The CHAIRMAN returned thanks, and the proceedings terminated.

LEGAL NEWS.

APPOINTMENT.

Mr. G. H. T. FOSTER, solicitor and notary public, of Malvern and Upton-on-Severn, has been appointed Coroner for the South District of Worcestershire.

GENERAL.

It is stated that the Solicitor-General, who has been laid up by an attack of influenza, is now much better.

The Solicitors Bill passed through committee of the House of Lords on Tuesday without amendment, and was reported to the House.

Lord Salisbury announced in the House of Lords on the 10th inst. that the Law Officers of the Crown were considering the advisability of proclaiming public holidays on the occasion of the Coronation and on the day of the procession.

A lawyers' trust has, says the *Canadian Law Review*, been formed in Jersey City, the articles of incorporation having been filed at Trenton. The capital stock is 20,000 dols., divided into 2,000 shares of 10 dols. each. They will be known as the Associated Attorneys' Co., and are authorized to, and may, conduct commercial as well as legal business.

M. Pierre-Marie-René-Ernest Waldeck-Rousseau, the French Premier, says a writer in the *Outlook*, after holding the office of Minister of the Interior retired, about 1889, into the lucrative position of the greatest barrister of his day. His fame in this part of his career is world-wide, and it is at a great sacrifice of personal gain that he is again in office.

A lawyer, says the *Canadian Law Review*, once asked the late Judge Pickens, of Alabama, to charge the jury that "it is better that ninety and nine guilty men should escape than that one innocent man should be punished." "Yes," said the judge, "I will give that charge; but, in the opinion of the court, the ninety and nine guilty men have already escaped in this county."

In the House of Lords on the 6th inst. the Lord Chancellor moved that standing order 87, concerning the production of documents in public custody, be amended so as to provide that in future no original of any record or public document in the custody of the Master of the Rolls should be required to be produced before the Committee of Privileges or any other committee of the House without a written order signed by the Lord Chancellor or the chairman of the committee, and that the records and documents should be proved by certified copies, as provided by the Public Record Act, 1838. The sole object of this amendment was the preservation of documents of great antiquity which could not be produced without risk of injury because they were so fragile. The motion was carried.

Some plan of dealing with judges who are incapacitated by age or other infirmity from performing their duties seems, says the *Canadian Law Review*, to be called for. It is unpleasant to have to refer to these matters, but delicacy ought not to be carried so far as to countenance serious injustice to litigants, and to members of the bar who are hampered in the discharge of their duty to their clients. We have the well known case of a judge who is deaf. There is a county judge who is deaf, who is 83 years of age, and whose memory, as might be expected, is seriously impaired, and who by the time a case is finished has forgotten what was said at the beginning. Three other judges have passed or are near the age of eighty years, and ought to be superannuated. Another, somewhat younger, is partly paralysed. Another is so afflicted with paralysis that for a long time a deputy has discharged his duties.

At the Guildhall police-court on the 7th inst. John Marston Birkett, a clerk, was charged on a warrant with having on or about the 16th of July forged and uttered a lease of certain property known as St. Olaf's, High Barnet, and with unlawfully obtaining by means of the said forged lease a cheque for £1,074 7s. 6d. He was also charged with Thomas Summons with conspiring to defraud certain solicitors. Counsel for the prosecution said this was a very serious matter, and involved charges of forgery and fraud of considerable magnitude. The sum of £50,000 was involved, and some twenty solicitors and their clients had been defrauded by the means of worthless securities in the shape of forged leases. The principal offender in the matter had been arrested, but he had escaped. The case was adjourned.

"Registrar," writing to the *Times* on the debt-collecting part of the business of the county courts, says: "Personally, after thirty years' experience of county courts, I doubt if either legislation or anything else will make any impression on our debt-collecting business, and it must either continue to absorb far too much of the time of the judges, or it must be delegated to the registrars. At present a registrar's jurisdiction is limited to £2, and then only by consent. Without such consent he has no power to decide a dispute over 6d., and even with consent he cannot try an action in which the claim exceeds £2. Therefore, the judge must spend hours in poring over perplexing shop accounts and tattered rent-books, while counsel, solicitor, and suitors sit and look on with what patience they can command. And yet this same registrar has most extensive powers as a district registrar of the High Court, or as a registrar in bankruptcy, and it is absurd to impute to him less competence in his county court capacity. I can imagine, therefore, no good reason why he should not be permitted to dispose of many of the disputes which now occupy the time of the judge, to the hindrance of more important work. And I go a step further and suggest that judgment summonses might also with great advantage and perfect safety be dealt with by the registrar. These, of course, affect the liberty of the subject, and for thirty years this jurisdiction has been jealously confined to the judges. In my court there were about 500 of them per annum when I became registrar ten years ago, and they occupied the judge for about an hour once a month. Last year they numbered close upon 4,000, and the hearing of them now absorbs one whole day per month, sometimes two. The conclusion is irresistible. A judgment summons has now become only a part of our machinery for collecting debts. The liberty of the subject is rarely affected, and it is quite as safe in the hands of an average registrar as it is in the hands of a borough justice of the peace."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, March 17	Mr. Carrington	Mr. King	Mr. Pemberton	Mr. Greswell
Tuesday 18	Greswell	Church	Jackson	W. Leach
Wednesday 19	W. Leach	King	Pemberton	Greswell
Thursday 20	Pugh	Church	Jackson	W. Leach
Friday 21	Jackson	King	Pemberton	Greswell
Saturday 22	Pemberton	Church	Jackson	W. Leach

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March 17	Mr. Beal	Mr. Farmer	Mr. Pugh	Mr. R. Leach
Tuesday 18	R. Leach	Godfrey	Carrington	Beal
Wednesday 19	Beal	Farmer	Pugh	Godfrey
Thursday 20	R. Leach	Godfrey	Carrington	Farmer
Friday 21	Beal	Farmer	Pugh	Church
Saturday 22	R. Leach	Godfrey	Carrington	King

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 18.—*Messrs.* Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2:—50 and 52, Goswell-road, Shop and other Premises; let on leases at rentals amounting to £270 per annum. Solicitors, Messrs. Boulton, Sons, & Sanderman, London.—Streatham Hill: Two Family Residences, each with large garden and detached stabling, near Streatham-hill Railway Station; let on lease at rentals of £130 and £140 6s. per annum. Solicitors, Messrs Ford, Lloyd, Bartlett, & Michelmore, London. (See advertisements, March 8, p. 5.)

March 18.—*Messrs.* David Burnett & Co., at the Mart, at 2:—South Kensington: Six spacious Town Residences, known as Nos. 10, 11, 36, 38, 43 and 46, Redcliffe-square, fitted with all modern conveniences and in excellent state of repair. Solicitor, Charles Myine Barker, Esq., London.—Stoke Newington: A Detached Family Residence, with stabling, and beautiful grounds of nearly one acre. Solicitors, Messrs. Osborn & Osborn, London.—Clerkenwell: Leasehold House, No 5, Attenave-street, Wilmington-square; rental value £50; lease 13½ years unexpired. Solicitors, Messrs. Wynne-Baxter & Keeble, London.—Three Plots of Freehold Building Land near Dartford. Solicitors, Messrs James & James, London.—Rotherhithe: Improved Leasehold Ground-rents, amounting to £175 10s. per annum, secured upon 43 houses. Solicitors, Messrs. Hextalls, London. (See advertisements, March 8, p. 5.)

March 19.—*Messrs.* Farebrother, Ellis, Egerton, Beaach, Galsworthy, & Co., at the Mart, at 2:—A Freehold Ground Rent of £280 per annum, arising out of extensive Manufacturing Premises, occupying valuable position on the Albert-embankment close to Vauxhall-bridge, with reversion to the rack-rent in 1963. Solicitors, Messrs. Brown, Ringrose, & Lightbody, London. (See advertisement, March 8, p. 5.)

March 19.—*Messrs.* H. E. Foster & Cranfield, at the Mart, at 2 p.m.:—Leasehold Premises in the City of London, value £160 per annum. Solicitors, Messrs. Harris & Chetham, London.—Leasehold Shops and Houses at Kingsland and Hoxton. Solicitor, H. Mear, Esq., London.—Freehold and Copyhold Properties at Enfield. Solicitors, Messrs. Peacock & Goddard, London.—City of Westminster: The commanding Buildings known as the Army and Navy Mansions in Victoria-street, with rent-roll of nearly £6,000 per annum. Solicitors, Messrs. Hoy, Morston, & Clowes, London. (See advertisements, this week, back page.)

March 20.—*Messrs.* H. E. Foster & Cranfield, at the Mart, at 2 p.m.:—

REVERSIONS:

To One-thirtieth of a Trust Estate in De Beers Mines, &c., value £2'3,140; lady aged 70. Solicitors, Messrs Phelps, Sidgwick, & Biddle, London.

To Two-thirty-thirds of £2 000 in Consols and £12 000, also in Consols ladies aged 80 and 60. Solicitor, G. E. Carpenter, Esq., London.

To One-eighteenth of a Trust Estate value £8,000, &c (see particulars); gentlemen aged 48. Solicitor, J. W. S. Heslop, Esq., Barnard Castle

To One-fifth of a Freehold House let at £250 per annum; lady aged 57. Also One-fifth of £1,000 (see particulars). Solicitors, Messrs. Campbell, Reeves, & Hooper, London.

To £1,692 on Mortgage; lady aged 79. Solicitor, F. A. Chinner, Esq., London.

POLICIES: For £1,000, £1,000, £500, £500, £400, £200, £200, £100. Solicitors, Messrs. Stone, King, & Co, Bath.

SHARES, &c: Solicitors. Messrs. Mossop & Rolfe, and James Mack, Esq., London. (See advertisements, this week, back page.)

RESULT OF SALE.

Messrs. C. C. & T. Moore sold, at the Mart, on Thursday last, a Freehold Building Site in Bear-gardens, Southwark, £6,100; Freehold Factory and Land in Broomfield-street, Poplar, £1,875; a Freehold Site and Buildings in Furze-street, Bromley-by-Bow, £2 200; Leasehold Stabling in Speke-road, Battersea, £400; some Freehold Stabling in Devonshire-place, London Fields, £710; 48 and 50, Mornington-road, Wanstead, £625; and four Freeholds in Candy-street, Old Ford, £1,220. Total, £13,960.

WINDING UP NOTICES.

London Gazette.—Friday, March 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Anglican Church Magazine Co, Limited (in Liquidation)—Creditors are required, on or before April 15, to send their names and addresses, and particulars of their debts or claims, to A. B. Cawdron, 54, Faubourg St Honoré, Paris. Dixon & Co, solors to the liquidator

Birthday Amalgamated of Western Australia, Limited—Petn for voluntary winding up, presented March 3, directed to be heard March 20. Boaler & Co, 26, Thurlow st, Walworth. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

Leicester Tramways Co, Limited—Creditors are requested, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Harry Simpson Gee, Knighton Frith, Leicester. Wright & Son, Leicester, solors to the liquidator

Liverpool Tobacco Co, Limited—Creditors are required, on or before April 7, to send in their names and addresses, and the particulars of their debts or claims, to Mr Simon Jude, 10, Cook st, Liverpool. Bremner & Co, Liverpool, solors for liquidator

Newcastle Chilled Shot Co, Limited—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Humble, 12, West st, Gateshead. Swinburne, Gateshead, solor to liquidators

New Zealand Minerals Co, Limited—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to Edwin Robert Tasman, 3, Laurence Pountney hill. Neish & Co, Watling st, solors to liquidator

North-Eastern Telephone Co, Limited—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Humble, 12, West st, Gateshead, solor to liquidator

Wilson & Wilson, Limited (in Liquidation)—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Arthur John Wilson, 25, Hagley rd, Edgbaston, Birmingham

London Gazette.—Tuesday, March 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

B. Emsley & Sons, Limited—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to John Butterfield, 70, North st, Keighley. Dewhirst, Keighley, solor for liquidator

British Collieries Syndicate, Limited—Petn for winding up, presented March 7, directed to be heard March 20. Skipper & Tucker, 8, Warwick ct, Gray's inn, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

Devicolam Estates Co, Limited—Petn for winding up, presented March 10, directed to be heard March 20 Sanderson & Co, 46, Queen Victoria st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19.

Orton (Bolivia) Rubber Co, Limited—Petn for winding up, presented March 7, directed to be heard March 20. Stoneham & Sons, 150, Fenchurch st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

Stockton Theatre Co, Limited—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to Frank Brown, Stockton on Tees

To-Day Publishing Syndicate (Limited)—Petn for winding up, presented March 8, directed to be heard March 20. Pierce & Son, 15, Old Jewry chmbrs, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock on the afternoon of March 19

United Club Herne Bay (Limited—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Alfred Warren Gibbs-Philpot, 61, William st, Herne Bay, Kent. Jones & Hamp, Herne Bay, solors to the liquidator

Warning to Intending House Purchasers and Lessees.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[Advt.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—Tuesday, March 4.

Cordey, Emma, Alexandria, Sydney, N S W Sept 30 Graham v Capron, Kekewich and Joyce, JJ Capron, Saville pl, Conduit st

Reardon, John, Swansea, Licensed Victualler April 4 John Haig & Co, Limited v Reardon, Buckley, J John William Evans, Aberdare

London Gazette.—Friday, March 7.

Hood-Barr, Henry Hollies, Nightingale ln, Clapham Common, Solicitor April 7 Whieldon v Barrs, Byrne, J Ralph Stuart Bend, Norfolk st, Strand

Underwood, Margaret Ann, Silsden, Yorks, and John Holdsworth Bowles, Bradford April 8 Underwood v Whetstone, Farwell, J A. V. Hammond, Bradford

London Gazette.—TUESDAY, March 11.

CAUSEY, MARY ELLEN, Hardy st, Wigan April 11 Beattie v Beattie, Registrar, Liverpool
JOHNSON, King st, Wigan
WEMYSS, HARRIETTE LETITIA, Trefechan, Aberystwith April 7 Jones v Jones, Byrne, J Hammond, Queen Victoria st
WILLIAMS, Rev WILLIAM VENABLES, Llandrillo yn Rhos, Denbigh April 7 Williams v Williams, Byrne, J Amphlett, Colwyn Bay

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 21.

ADELL, GEORGE EDMUND, Grafton Manor, Worcester March 31 Southall & Co, Worcester
ALDER, FREDERICK JAMES, Bristol, Auctioneer April 10 Benson & Co, Bristol
ALEXANDER, FRANCES, Streatham March 31 Stuttaford, St Helen's pl
AMBROSE, AMBROSE POVAH, Wilhems, Mauritius, Merchant March 29 Armitage & Chapple, Bishopsgate st Within
ANSCOMBE, WILLIAM HENRY, Bookbinder, and ELIZABETH ANSCOMBE, Chelsea March 20 Scatliffe & Gray, Lancaster pl
BECKETT, WILLIAM HENRY, Chelmsford April 11 Hilliard, Chelmsford
BELCHER, JANE, Hampstead March 31 Morse & Co, Walbrook
BROOKING, ELLEN, Brixham, Devon March 20 Price, John st, Gray's inn
BROWN, MARIA, Islington March 31 Mary Ann Stoneham, Thames st, Windsor
CHIPP, ANNA MARIA, Peckham May 20 East, Basinghall st
COLES, THOMAS EDGHILL, Bath March 31 Meade-King & Son, Bristol
COLMAN, FREDERICK CHARLES, Kew March 20 Drake & Co, Rood la
COOPE, JANE, Harrogate March 1 Gill, Knaresborough
COOPER, ANN, Camberwell March 29 Marsden & Son, Gt St Thomas Apostle
DANIEL, ISABELLA, Harrogate March 20 Gill, Knaresborough
DEANE, MIRIAM, Caversham, Oxford April 1 H & C Collins, Reading
DENSHIRE, GEORGE HENRY, Mount st March 23 Quayle & Ouvry, Arundel st
EVANS, EDWARD REID, Brondesbury, Ship Insurance Agent March 25 W & W Stocken, Lime st
EVANS, WILLIAM, Manchester, Machinist April 5 Chapman & Co, Manchester
FELL, MATILDA, Warwick st, Eccleston sq March 31 Bloxam & Co, Lincoln's inn fields
FIELDING, MARIA, Stalybridge March 24 Simister, Stalybridge
FRANKS, JOHN, Leeds March 28 Ford & Warren, Leeds
FREKE, HESTER, Fishponds, Bristol April 5 Spofforth, Bristol
GREEN, WILLIAM SIMSON, Great Horkesley, Essex, Farmer April 5 Beaumont & Son, Coggleshall
GRIFFIN, THOMAS, Kineton, Warwick, Ironmonger March 29 Handley & Co, Warwick
GUNN, JABEZ, Bethnal Green rd, Corn Merchant March 21 Chapman, Moorgate Station chmbrs
HAMILTON, Rev ALEXANDER, DD, Brighton March 31 Eggar, Brighton
HARDY, LYDIA, Marden, Kent March 18 Vandercom & Co, Bush la
HATSCHEK, MORITZ PAUL, Putney March 31 Worrell & Son, Coleman st
HAYLOCK, JAMES, Hackney, Cigar Maker March 20 Dowse, Kingsland rd
HAYWARD, JAMES, Argyll st, Regent st, Diamond Merchant March 28 Holt, Argyll pl, Regent st
HEARNE, WILLIAM, Amersham, Bucks, Butcher March 31 Woodbridge & Sons, Uxbridge
HENSON, HERBERT, Ilkeston, Licensed Victualler March 7 Thorpe, Ilkeston
HERRING, WILLIAM ANTHONY, Chertsey March 19 Paine & Bretteil, Chertsey
HIGSON, JAMES, Hanley Feb 28 Bullock, Hanley
HOLT, CHARLES, Rochdale, Furniture Dealer March 20 Niles & Thompson Rochdale
HOUPE, ELIZABETH, Harrogate April 1 Kirby & Son, Harrogate
HUTCHINSON, THOMAS, Nottingham, Builder March 22 Warren & Allen, Nottingham
JARVIS, SAMUEL SOAME, Cromer, Painter March 15 Keith, Cromer
JELLEY, JOHN, Harlesden March 20 Carr, Gt Tower st
JOLLIFFE, the Hon SPENCER HYLTON, Steventon, Berks March 21 Hastie, Lincoln's inn fields
JUDGE, PHILIP, Islington April 1 Boulton & Co, Northampton sq
KEITH, FREDERICK THOMAS, Folkestone March 15 Keith, Norwich
KENSIT, GEORGE, Bickley, Kent April 30 Watson, jun, Chancery la
KENT, ARTHUR, Chippenham, Cambridge, Farmer March 18 Bendall, Newmarket
KNOOP, Baron WILHELM VON, Manchester April 4 Wilson & Co, Manchester
LA MOTTE, CAROLINE JENETTA, Bournemouth March 24 Mooring & Co, Bournemouth
LAWTON, EPHRAIM, Mile End rd March 25 Rutland, Chancery la
LEAH, ORLANDO WILLIAM, Liscard, Paint Manufacturer March 7 Rudd, Liverpool
MCLELLAN, SAMUEL, Leigh, Lancs, Clothier March 19 Gilroy & Speakman, Leigh
MACNAGHTEN, STEWART MAXWELL, Brighton March 17 Doyle, Lincoln's inn fields
MARSON, THOMAS FISH, Ashstead, Surrey April 12 Marson & Co, Southwark Bridge rd
MASTRE, Rev OSWALD, Chepstow, Monmouth March 31 Lowe & Co, Temple gdns
MEADEN, JAMES, Colombo, Ceylon March 18 Hopgoods & Dowson, Spring gdns
MORRIS, ELIZABETH, Swansea April 1 Taylor, Swansea
NAYLER, EDWARD, Wednesbury March 24 Stockdale, Wednesbury
NEWTON, DOUGLAS JOHN, Dorking, Notary Public March 31 Murray & Co, Birchin la
OLIVER, ARTHUR, Wrestlingworth, Beds, Farmer March 18 Ginn & Matthew, Cambridge
PAGE, SIMON, Dersham, Suffolk, Yeoman April 5 Mullens, Halesworth
PALFREEMAN, THOMAS, Knaresborough, Farmer March 16 Gill, Knaresborough
PARKE, LOUISA ELIZABETH, Hyde Park March 25 Tylee & Co, Essex st, Strand
PRINCE, ARTHUR, Warwick rd, Paddington March 24 Fox, St Mary's sq, Paddington
RATCLIFFE, WILLIAM, Overtown Cliviger, nr Burnley, Shopkeeper March 28 Sager & Co, Todmorden
SLADE, ELIZABETH FRANCES, Bletchsley, Bucks March 21 Reader & Co, Moorgate st
SMITH, SUSANNAH ELIZABETH, London County Asylum, Colney Hatch May 20 East, Basinghall st
SPENCER, SARAH, Bicton Heath, nr Shrewsbury March 22 Craven, Preston
SWALE, Sir JAMES, Rudfarlington, nr Knaresborough April 1 Kirby & Son, Harrogate
TAYLOR, CHARLES, Glossop, Derby, Licensed Victualler Feb 28 Marsden, Glossop
THOMAS, JOHN, Talybont, Cardigan March 25 Evans, Aberystwyth
TRITTON, ROBERT, Folkestone March 22 Mowll & Mowll, Dover
TURNER, THOMAS JAMES, Canonbury March 25 Rutland, Chancery la
TWYFORD, GEORGE WILLIAM, Neasden March 20 Pierron, Vernon st, West Kensington
WILSON, LEWIS, Blackpool March 26 Callis, Blackpool

London Gazette.—TUESDAY, Feb. 25.

ASHWORTH, JOHN THOMAS, Oldham, Mill Engineer March 20 Garside, Oldham
BLAIR, JOHN, Brampton, Derby April 5 Wightman & Parker, Sheffield
BOULTER, JANE, Leicester March 24 Neale, Leicester
BROCKSOPP, WILLIAM, Holloway April 18 Sugden & Harford, Ironmonger la
CHRISTOPHER, HENRY, Broadmayne, Dorset April 1 Lock & Co, Dorchester
COLES, THOMAS EDGHILL, Bath March 31 Meade-King & Son, Bristol
COOKE, ADELAIDE FLORA FRANCES ISABELLA, Newington Green rd April 5 St Barbe & Co, Westminster
DAVIS, WILLIAM HANCOCK, Brooklands, Tean, Staffs, MD March 6 Cull & Brett, Cheadle
DE PREVILLE, MARIE, Formby, Lancs March 21 Jones & Co, Liverpool
ESTRIDGE, HENRY WHATLEY, Whitney, Oxford March 31 Lee & Pemberton, Lincoln's inn fields
FALCON, JANE, Birmingham March 31 Lee & Co, Birmingham
FITZGERALD, ELIZABETH MARY REGIS, Gloucester pl April 12 Collyer-Bristow & Co, Bedford row
FLETCHER, ELIZABETH, Brighton March 24 Mirams & Son, Brighton
GEE, JAMES, Wednesfield, nr Wolverhampton, Farmer April 30 Holdens & Cannon, Bolton
HALL, JOHN, Hyde Park March 31 Lee & Pemberton, Lincoln's-inn-fields
HEBDEN, ELIZABETH, Bridge Hewick, nr Ripon, Yorks April 1 Wise & Son, Ripon
HOLT, CHARLES, Rochdale, Furniture Dealer March 20 Wiles & Thompson, Rochdale
JOYNES, CASSANDRA, Gravesend April 3 Farrer & Co, Lincoln's inn fields
KENRICK, GEORGE, Nottingham March 12 Parr & Butler, Nottingham
KIDLEY, THOMAS, Sheffield April 15 Clegg & Sons, Sheffield
MAJOR, GEORGE, Brighton March 24 Mirams & Son, Brighton
MARSH, EMMA, Barnsbury April 7 E & J Mote, South sq, Gray's inn
MAWDESLEY, JOHN, Longport, Stafford, Commercial Traveller March 25 Boulton, Burslem
METCHIM, ELIZA, Petersham April 18 Sugden & Harford, Ironmonger la
MORRIS, SAMUEL, Marple, Chester, Farmer March 17 Bostock, Hyde
NEWTON, MARY ANN ATKINS, Clewer, Berks March 31 Durnford & Gale, Windsor
NICHOLLS, CHARLES, New Barnet, Herts, Beerhouse Keeper March 31 Boyes & Son, Barnet
PAULSON, SUSANNAH, Chesterfield, Cab Proprietress March 31 Shipton & Co, Chesterfield
PERCY, MARY WELLER, Sudbury, Suffolk March 29 Button & Co, Covent garden
PERRY, EMMA MARIAN, Upper Norwood April 7 Munns & Longden, Old Jewry
PICKARD, WILLIAM, Wakefield April 8 Mason & Co, Wakefield
PIGGOTT, WILLIAM, St Helier, Jersey March 31 Phelps & Co, Aldermanbury
RAVEN, ELIZABETH VICTORIA, Wethersfield, Essex April 21 Cunnington & Co, Braintree, Essex
SALISBURY, WILLIAM, Gt Ryburgh, Norfolk, Merchant's Manager March 29 Blyth, Norwich
SHILLEN, Countess ANTOINETTE, Grosvenor gdns March 31 Lee & Pemberton, Lincoln's inn fields
SLIEN, JAMES WILLIAM, Holbrook, Eckington, Derby, Grocer March 11 Hopkins, Chesterfield
THOMAS, HENRY JOHN, Harley st April 1 Stevens & Drayton, Queen Victoria st
THOMAS, MORGAN, Llantwit Major March 22 Miles, Cowbridge
THOMS, ANDREW, Liverpool, Paper Dealer March 29 Whitley & Co, Liverpool
VANNER, HENRY THORNTON, Clapton April 30 Sargeant, Bishopsgate st Within
WHITEHEAD, EDWARD, Hyde, Chester March 25 Knowles, Hyde
WILLIAMS, JOHN, Taibach, Glam, Grocer March 7 Evans, Port Talbot
WILSON, JAMES HAMILTON, Aigburth, Liverpool March 31 Whitley & Co, Liverpool
YOULDON, WILLIAM, jun, Kingston upon Thames, Carman March 21 Burton & Son Blackfriars rd

London Gazette.—FRIDAY, Feb. 28.

ABBS, HONORIA ELIZABETH, Cambridge, Saddler May 1 R C & S Burrows, Cambridge
ADES, MARY ANNE, Tooting March 22 Hughes, Edgware rd
ALLON, SIMON, Newbiggin by the Sea, Northumberland, Builder April 2 Webb, Morpeth
ANDERSON, ISABELLA, Bugsworth, Derby April 12 Grainger, Manchester
ANDERSON, JOHN TAYLOR, Manchester, Stationer April 12 Grainger, Manchester
ANDREWS, JULIA MURRAY, Hatherleigh, Devon March 31 Lawman, Bideford
ARROWSMITH, MARTHA, Villa Astley, Lancs April 30 Holdens & Cannon, Bolton
BAILEY, MANSFIELD JOHN, Norwich April 5 Barnard & Cross, Norwich
BATTY, CLARA, Liverpool March 31 Barker & Rogerson, Chester
BAYLEY, RICHARD DANSEY, Bath March 21 Hopgoods & Dowson, Spring gdns
BELL, EDWIN, Warminster, Wilts April 9 Hopwood & Sons, South sq, Gray's inn
BELL, WILLIAM, Bradford, Stuff Merchant April 1 Pearson, Bradford
BLOSS, FREDERICK, Newmarket St Mary, Suffolk, Hotel Keeper March 25 D'Albani & Ellis, Newmarket
BOSWELL, WILLIAM, Salford March 25 Dixon & Linnell, Manchester
BRIGGS, HANNAH, Millom, Cumberland April 1 Butler & Son, Broughton in Furness
BROOKES, LETTICE, Irlams o' th' Height, Lancs May 31 Walker & Co, Manchester
BRUMELL, EDWARD, Holt, Norfolk March 15 Brumell & Sample, Morpeth
BULLOCK, FRANCIS, Paddington, Draper April 10 Slaughter & May, Austin Friars
BUTTLE, GEORGE, Alphamstone, Essex, Farmer March 12 Bates, Sudbury, Suffolk
CAFFIN, JOHN, JP, Chichester, Merchant April 1 Rapar & Co, Chichester
COLES, EDWARD EVERETT, Rochester, Stockbroker April 5 Basset & Boucher, Rochester
CUNLIFFE, JOHN ELLIS, Kirkham, Lancs March 24 Finch & Co, Preston
DAVIS, GEORGE, Matlock Bank, Derby March 31 Potter, Matlock Bridge
DE BURGH, WILLIAM CHAPMAN, York April 8 E J & A Peters, York
ETHERIDGE, THOMAS, Dudley, Carrier March 19 Jobson & Marshall, Dudley
FIDLER, ISABELLA, Lane Head, nr Kendal April 19 Thomson & Wilson, Kendal
FIELDING, GEORGE, Dodworth, nr Barnsley April 8 Wightman & Parker, Sheffield
FRAPPELL, EMMA BARNES, Weston super Mare March 24 Wills & Dodge, Bristol
FRYER, GEORGE, Bridge, Kent March 22 Mercer, Canterbury
GOODWIN, CHARLES, Nottingham March 10 Musser & Co, Nottingham
HALL, WILLIAM, Leeds April 1 Pierce, Leeds
HAMPSON, EDWARD, Irlams o' th' Height, Lancs, Wheelwright May 31 Walker & Co, Manchester
HARRISON, ELIZA, Weybridge April 15 Wilson & Co, Copthall bldgs
HARRISON, LUKE, Great Driffield, Threshing Machine Proprietor April 10 Foster & Co, Gt Driffield

HERMON, SAMUEL OUTRAM, Wybunbury, nr Nantwich April 12 Garrard & Co, Suffolk st, Pall Mall East
HIBBERT, JOAB, Ashton under Lyne, Yeast Importer March 12 Pownall, Ashton under Lyne
HILL, JAMES, Barnes, Builder April 10 Churchill, Essex st, Strand
HORSLEY, JOHN, Sale April 11 Lawrence & Co, Manchester
ILLINGWORTH, GEORGE, Downham, nr Clitheroe, Lancs March 24 Rennison, Blackburn
LAWTON, PETER, Stoke on Trent, Baker April 7 Hollinshead, Tunstall
LEES, ELIZA, Rochdale April 11 Sale & Co, Manchester
LEWIS, THOMAS, Shrewsbury, Innkeeper March 18 Smallshaw & Roberts, Shrewsbury
LLEWELLYN, CATHERINE JANE, Bicton, Salop March 29 Hughes, Shrewsbury
MASSEY, CHARLES WILLIAM, Liverpool, Merchant April 8 Bartley & Bird, Liverpool
MITFORD, FANNY OSBALDESTON, Chichester March 27 Brumell & Sample, Morpeth
MORRISON, EMILY, Reigate March 25 Morrisons & Nightingale, Reigate
NEALE, THOMAS, Nottingham, Auctioneer April 20 Watson & Co, Nottingham
OEHME, WILLIAM DANIEL HENRY, Upper Norwood, Solicitor May 1 Beal & Payne Budge row, Cannon st
ORR, CHARLES, Sheffield, Draper March 22 Pye-Smith & Barker, Sheffield
OSMASTON, JOHN, Hawkhurst Court, nr Billinghurst March 25 Fox & Co, Victoria st, Westminster
OWEN, JANE, Shrewsbury March 24 Stevens, Shrewsbury
PARKER, Rev JOHN PAGET, Basingstoke March 29 Lord & Parker, Worcester
PARSONS, MATTHEW, Linslade, Bucks April 3 Calcott, Leighton Buzzard, Beds
PEETE, THOMAS, MD, Brighton April 30 Linklater & Co, Walbrook
PENMAN, HENRY JOHN MARTIN, Newcastle upon Tyne, Compositor April 5 Smirk, Newcastle upon Tyne
PINDER, SARAH ANN, Swinton, nr Rotherham March 24 Newman & Bond, Barnsley
POOSON, JOHN, Erdington, nr Birmingham April 15 Johnsons & Co, Birmingham
SCHWIND, CHARLES, Morley, Derby April 11 Robotham & Co, Derby
SCOTT, LYDIA ANN, Gomersal, Yorks April 12 Mossman & Co, Bradford
SELLAR, DAVID PLENDERLEATH, Prince's gate March 31 Bircham & Co, Parliament st, Westminster
SHEPPARD, CHARLES, Southampton April 19 Paris & Co, Southampton
SHIPTON, Mrs ANNA, St Leonard's on Sea March 20 Lydall & Sons, John st, Bedford row
SMITH, JOHN, New Shoreham, Sussex, Licensed Victualler June 4 Dell, Brighton
STEPHENS, SUSANNA, Cheltenham April 11 Lee Smith, Coleman st
STEWART, WILLIAM, Dorking March 31 Lumley & Lumley, Old Jewry chmbrs
SYKES, JOHN, MD, Doncaster April 1 Atkinson & Sons, Doncaster
TAYLOR, ROBERT WILLIAM, Woodford, Essex March 27 Holder & Wood, Cheapside
THOMAS, HARRIET, Choriton upon Medlock, Manchester March 25 Barrow & Smith, Manchester
THORNBER, HENRY, Manchester, Estate Agent April 30 Diggles & Ogden, Manchester
WARD, HERBERT, Cottenham, Cambs, Gardener March 31 Ginn & Matthew, Cambridge
WILLIAMS, RICHARD, Tonypandy, Glam, Grocer March 25 Davies & Co, Pontypridd
WINTERINGHAM, ELIZABETH ANNE, Melton Mowbray March 29 Land & Foster, Halifax
WRIGHT, JAMES, Kidderminster March 31 Powell & Browett, Birmingham
YOUNG, DAVID HILL, Upper Norwood, Colonial Merchant March 31 Travers & Co Throgmorton av

London Gazette.—TUESDAY, March 4.

ADAMES, MARY ANNE, Southampton April 7 Coxwell & Pope, Southampton
ADLAM, WILLIAM FREDERICK, Bengal, India March 31 Crosse & Sons, Lancaster pl, Strand
ARMSTRONG, JOHN, Skelton, Cumberland, Yeoman April 9 Cant & Fairer, Penrith
ASHBY, JOHN, Long Buckby, Northampton, Farmer March 31 W F & W Willoughby, Daventry
BOLTON, WILLIAM, Folkestone, Paper Merchant April 6 Peake & Co, Bedford row
BRERWIN, ELIZA MARIA CHARLOTTE, Wallasey, Chester March 31 Norris & Sons, Liverpool
BRIMELOW, JAMES, Bolton April 10 Finney & Fearnley, Bolton
CARTER, ELIZABETH, Congleton May 1 Stringer, Sandbach, Chester
CLARK, WILLIAM ROBERT, Middleton, Solicitor March 31 Clark & Co, Oldham
CLARKE, MARY ANN, Reading April 5 Brain & Brain, Reading
DARBYSHIRE, MARY, Kersal, Lancs April 1 Hadfield & Co, Manchester
ELLINGER, ALEXANDER, Elisabeth Grange, Manchester, Merchant April 15 Addleshaw & Co, Manchester
GALE, JAMES, Southampton April 30 Beyfus & Beyfus, Lincoln's inn fields
GARFORTH, FRANK ALEXANDER, York April 30 Trower & Co, New sq, Lincoln's inn
GIBSON, CAROLINE, Reading April 5 Mann & Mann, Reading
GILLOTT, RICHARD, Sheffield, File Grinder April 5 Smith & Co, Sheffield
GLOSSOP, PATIENCE, Wellington st, Strand, Costumier April 15 Rowcliffes & Co, Bedford row
GORDON, HUGH MACKAY, Eltham, Kent April 19 Hughes & Co, Budge row
HALL, ELIZABETH CATHERINE, Reading April 5 Brain & Brain, Reading
HANDFORD, WILLIAM, Albany st, Regent's park, Butter Merchant March 31 Gery, Walbrook
HARGREAVES, JOSEPH, Preston, Engineer April 8 Willan, Preston
HOBSON, MARGARET ANN, Leeds April 1 Beaumont & Co, Leeds
HURST, MARY, Stalybridge April 4 Booth & Wilkinson, Ashton under Lyne
JEPSON, HENRY JOSEPH, Piccadilly March 31 Iliffe & Co, Bedford row
JONES, WILLIAM OWEN, Much Wenlock, Shropshire, Chemist March 25 Harding, Rye, Suffolk
KEMP, JESSE, Biddenden, Kent, Farmer March 29 Philpott & Murton, Cranbrook, Kent
KENNEDY, ROBERT ALEXANDER, Manchester May 28 Withington & Co, Manchester
KENNING, GEORGE, Upper Sydenham, Printer April 10 Lindsay & Co, Ironmonger ln
LAVERTON, GEORGINA, Southampton March 29 Roberts & Co, Weymouth
LEDBURY, WILLIAM, Bromsgrove April 30 Sanders, Bromsgrove
LEE ELLEN, Belper April 15 Emmet & Co, Bloomsbury sq
LINDNER, ANN, Wandsworth Common April 11 Collisson & Co, Bedford row
MARRELEY, GEORGE HENRY, Maida Vale April 15 Dennis & Co, Bloomsbury sq
MASON, LOUISA, Southampton May 1 Hallett & Martin, Southampton
MAYNARD, HENRIETTA AUGUSTA LOUISA, Plymouth March 31 Ashford, Plymouth
MEREB. ALEXANDER ROSS, Alderney st, Pimlico April 7 Rye & Eyre, Golden sq
MIDDLEHURST, JOHN, St Helens, Lancs, Commission Agent March 14 Swift & Garner, St Helens
MILLS, HANNAH, Oldham April 7 Bradbury, Oldham
MOSS, CHARLES JOHN, Castle Bromwich, nr Birmingham, Timber Merchant April 15 Reece & Harris, Birmingham
OPENSHAW, JOHN GREENHOW, Poulton le Fylde, Lancs March 24 Ballantyne, Lytham, Lancs
PHILLIPS, HENRY, Hamilton ter, Regent's Park May 1 Harris & Chetham, Finsbury sq
POTT, FREDERICK FORE, Tranmere, Birkenhead, Chemist April 1 Newman, Liverpool
RIGBY, SARAH, Altrincham April 10 Rigby, Manchester
SAYCE, SARAH, Alcester, Warwick March 31 Tunbridge, Redditch
SHEARSON, JAMES, Liverpool March 13 Penketh & Co, Liverpool
SWAN, JOHN THOMAS ATKIN, Fiddington Rectory, Somerset April 10 Blunt & Co, Gresham st
THOMSON, WILLIAM STEPHEN, Fobbing Rectory, Essex April 10 Blunt & Co, Gresham st
TODD, PHEBE KETURAH, Forest Hill April 15 Vandercom & Co, Bush ln
VIVES, SUSANNAH, Kensington April 15 Ellis & Co, Basinghall st
WALKER, CHARLES JAMES, Hove April 15 Emmet & Co, Bloomsbury sq
WILSON, FRANCES MARY, Scarborough April 1 Wilson & Sons, Salisbury

London Gazette.—FRIDAY, March 7.

APPLEYARD, ALICE ANN, Dewsbury April 12 Barber & Oliver, Brighouse
ASPEY, JOSEPH, Warrington April 19 Longland, Warrington
AXTELL, THOMAS, Oxford, Builder April 10 Hazell & Baiess, Oxford
BARING, JAMES DRUMMOND, Paris April 12 Tomlin & Chitty, Old Burlington st
BINNS, JOSEPH, Huddersfield, Rope Merchant April 3 Sykes, Huddersfield
BLACKBURNE, ELIZABETH CHARLOTTE, West Kirby, Chester March 31 Brooks & Co, Godliman st, Doctor's Commons
BLOOD, GEORGE, Harriseahead, Staffs, Colliery Proprietor April 6 Sherratt & Nelson, Kidsgrove, Staffs
BRIGGS, ELIZA, Leeds April 12 Ayrton, Leeds
BROWN, ANTHONY, Beckenham April 19 Aston, Gresham House, Old Broad st
BROWNE, HARRIET LOUISA, Ealing April 21 Philpott, Bartholomew close
BURRUP, WILLIAM, Brixton April 18 Wild & Wild, Lawrence ln, Cheapside
CARPENTER, WILLIAM, Melksham, Wilts April 16 Wansbrough & Co, Bristol
COLBY, FRANCES ANNA, Pynone, Pembroke April 11 Eaton & Co, Haverfordwest
COLLINS, Rev WILLIAM HENRY, York April 5 Dent & Scruton, York
CRAWFORD, WILLIAM TAYLOR, Deptford, Carpenter April 4 Avery & Wolverson, New Cross rd
DARRALL, JAMES ROBERT, Handsworth April 10 Pointon, Birmingham
DE BLAQUIERE, CAROLINE DORA, Sarnia, Lambton, Canada April 15 Winter & Co, Bedford row
DICK, COLIN ECCLES, Colchester April 5 Robins & Co, Lincoln's inn fields
FORD, WILLIAM WILBRAHAM, Bromley, Barrister at Law March 31 Bowen & Symes, Weymouth
FOXTON, JOB, Pickering, Yorks, Farmer April 7 Kitching, Pickering
GIBSON, CAROLINE, Reading April 5 Brain & Brain, Reading
GREENWOOD, ANNE ELIZABETH, Lancaster April 4 Belfrage & Co, John st, Bedford row
HARWAR, WILLIAM HENRY, Chancery ln, Law Stationer April 16 Williams, Finsbury circus
HAWORTH, JAMES, Reddish, nr Stockport March 21 Sutcliffe, Darwen
HEWITT, FRANCES, Wraysbury, Bucks April 2 Hewitt, Staines
HILL, WILLIAM HENRY, Praed st, Paddington, Watchmaker April 30 Rooke & Sons, Lincoln's inn fields
HULL, CHARLES, Yeovil, Ironmonger March 31 H S & S Watts, Yeovil
HUTCHINSON, ISABELLA, Carlton st, Kentish Town April 30 Taylor & Taylor, New Broad st
JAMES, THOMAS, Penarth, Glam March 19 Shirley & Sons, Cardiff
KILNER, MARY ANN, Loughborough April 25 Slater, Loughborough
LEWRY, SUSAN, Falmouth April 15 Gardiner, Lincoln's inn fields
LORKIN, LOUISA CAROLINE, Wandsworth April 19 Selim, Mincing ln
LUND, ALFRED, Chertsey, Surrey May 4 Bird & Eldridges, St James st, Bedford row
MACMUNN, EDWARD ALEXANDER SINCLAIR, Charing Cross Hotel, Strand April 5 Russell & Co, Norfolk st, Strand
MALLINSON, THOMAS, Huddersfield, Cloth Finisher April 3 Sykes, Huddersfield
MASON, ANNE, Ashton under Lyne April 3 Hadfield & Co, Manchester
MIDDLETON, KENNETH, Southampton row April 11 Donaldson, Bedford row
MORGAN, ANNIE MARIA, Harrogate April 30 Rooke & Sons, Lincoln's inn fields
MORRELL, NATHAN, Liverpool April 15 Banks & Co, Liverpool
NEWMAN, FREDERIC, Fareham, Hants April 14 Sowton & Co, Chichester
NICOL, JOHN, Liverpool April 12 Glover, Liverpool
PALETHORPE, SARAH, Gedling, Notts March 22 Rothera & Son, Nottingham
PHILLIPS, ANN ELIZABETH, Guildford April 10 Cunliffes & Davenport, Chancery ln
PHILLIPS, HENRY, Kempsey, Worcester April 26 Phillips, Liverpool
PRICE, Rev WILLIAM, Charlbury, Oxford April 5 Morrell & Co, Oxford
RILEY, ROBERT, Rochdale, Weaver April 11 Chadwick, Rochdale
SHERWOOD, WILLIAM, Long Whatton, Leicester April 5 Slater, Loughborough
SKINNER, FRANCIS, Cheltenham April 15 Billings, Cheltenham
SOUTHALL, SARAH, Edgbaston, Birmingham April 20 Johnsons & Co, Birmingham
STEVENS, JAMES EDMUND, Forest hill, Licensed Victualler March 31 Watson, Finsbury circus
STUBINGTON, ELIZABETH ANNA, Littlehampton April 4 Johnson & Son, Midhurst
TAYLOR, Rev Canon ISAAC, Malton, Yorks April 20 Ridge, Malton
THORNHILL, ANN, Walsall March 31 C & S Loxton, Walsall
TOPHAM, HENRY, Derby April 3 Moody & Woolley, Derby
TRAVIS, WILLIAM, Hipperholme, Yorks, Plumber March 31 Boocock, Halifax
TURNER, JOHN FRANK, Highbury New Park March 31 Rutland, Chancery ln
VAGLIANO, PANAGHI ATHANASIUS, Bayswater, Merchant April 21 Hollams & Co, Mincing ln
WARD, EDWARD, Liverpool April 7 Picton, Liverpool
WARD, MICHAEL, ANN WARD, JOHN WARD, ABRAHAM WARD, and SARAH ANN LESTER, Wimblebury, Bednesford, Staffs March 31 Bill, Walsall
WATSON, HARTLEY, Stacksteads, Lancs, Cashier March 27 Knowles & Thompson, Waterfoot, nr Manchester
WICKHAM, EDWARD DAVID PROVIS Waldemar mans, Waldemar av April 5 Russell & Co, Norfolk st, Strand
WILDBORE, FREDERICK, Brighton, Surgeon May 1 Pilley & Mitchell, Bedford row
WILLIAMS, MARTHA, Swansea March 17 Collins & Woods, Swansea
WILLIAMS, THOMAS, Liverpool May 1 Harrison & Burton, Liverpool
WRIGLEY, LUCY, Huddersfield April 7 Brook & Co, Huddersfield

London Gazette.—TUESDAY, March 11.

ALLEN, ELIZABETH, Birkdale April 22 Dixon & Linnell, Manchester
APPS, HENRY FRANCIS, Brabourne Lees, Kent, Grocer April 1 Hallett & Co, Ashford Kent
BRADDY, Rev CHARLES, Cheltenham April 9 Earengey, Cheltenham
BRIDGE, SARAH, Bury April 12 Howarth, Bury
BROWN, ARTHUR CROMPTON, Seaham, Durham, Civil Engineer April 12 Brown, New sq, Lincoln's inn
BUCKLEY, HARRIET, Manchester, Confectioner April 10 Vaudrey & Co, Manchester
BUCKLEY, JAMES, Manchester, Coal Dealer April 10 Vaudrey & Co, Manchester
BURN, The Ven Archdeacon WILLIAM PELHAM, Norwich April 10 Clements & Co, Gresham House, Old Broad st
CAMPBELL, WILLIAM, Hampstead April 30 Ballantyne, Leadenhall st
CLOWES, ELIZA, Liverpool April 14 Horrocks & Christian-Jones, Liverpool
COX, SAMUEL, Minehead, Somerset, Stationer April 1 Joyce & Co, Minehead
DYSON, GEORGE, Wakefield, Wheelwright April 18 Mason & Co, Wakefield
EDWARDS, EDWIN, Streatham Common April 10 Edwards, Cricklewood
ENGLISH, HENRY URWIN, Newcastle upon Tyne, Marine Engineer April 25 Brown & Holliday, North Shields
FARRIES, RICHARD SPEARMAN EDWARD, Trebovir rd, Earl's Court April 10 Evans & Co, Theobalds rd, Bedford row
FINN, GEORGE WILLIAM, Preston next Faversham, Kent, Auctioneer April 28 Tassell & Son, Faversham
FORD, EDWARD ONSLOW, RA, St John's Wood April 17 Emanuel & Simmonds, Finsbury circus
FROST, PHILIP FRANCIS, Brinkley, Cambridge, Rate Collector March 25 Whitehead & Son, Cambridge
GREEN, FRANCIS, Wentworth, I of Ely, Cambridge, Farmer May 6 Ginn & Matthew, Cambridge
HALL, ALBERT, Plimsoll st, Mariner April 8 Vinter, Cambridge
HALLAS, JOHN HENRY, Thornhill Lees, Yorks March 14 Walker, Dewsbury
HANNAFORD, GRACE, Dartington, Totnes April 9 Earengey, Cheltenham
HENDERSON, GEORGE, Bodmin, Cornwall April 8 Pethybridge, Bodmin
HESLOP, ARTHUR, Wavertree, Liverpool, Meat Salesman's Manager April 18 Smith, Liverpool
HILDEBRAND, ANNE ISABELLA, Cheltenham May 1 Winterbothams & Gurney, Cheltenham
HILDEBRAND General CHARLES PRAYER, Cheltenham May 1 Winterbothams & Gurney, Cheltenham
HIRST, JOHN BILLINGTON, Leeds April 1 Milner, Leeds
HOLGATE, CATHERINE, Burnley May 1 Crooke & Sons, Burnley
HOLGATE, JANE, Burnley May 1 Crooke & Son, Burnley
HOLLINGS, JOHN WILLIAM, Prickley, Yorks, Farmer April 15 Gordon & Co, Bradford
HURD, MARY, Ulceby, Lincs May 18 Goy & Co, Baston upon Humber
JACKSON, ARTHUR, Sheffield, Publican April 6 Godfrey & Co, Halifax
KEYS, LAWRENCE, British st, Bow rd April 22 Le Voi, Palmerston bldgs
LAFLIN, ELIZABETH, Haughley, Suffolk, Housekeeper April 10 Bankes & Co, Stowmarket
LOCKEY, CHARLES, Hastings April 18 Davenport & Co, Hastings
O'MELIA, Rev FREDERICK, North Stoke, Somerset May 9 Paynton, Bristol
MAIN, STEPHEN, Loughborough, Builder May 2 C W & F H Toone, Loughborough
MARCH-PHILLIPPS, WILLIAM FREDERICK, Cheltenham April 18 Winterbothams & Gurney, Cheltenham
MARSH, GEORGE HENRY, Dorrington, Salop March 31 Morgan, Shrewsbury
NIGHTINGALE, ELIZABETH, Blackheath April 20 Burton & Co, Surrey st, Victoria Embankment
PECK, GEORGE, Carlton, nr Nottingham April 30 Cox, Nottingham
PICKERING, ROGER, Rochdale, Mill Furnisher March 31 Chell, Bury
ROBERTS, FRANCIS JOHN, Eastbourne, Cab Proprietor April 11 Champion & Co, per Hart, Eastbourne
SHELDON, JOHN HENRY, Chorlton upon Medlock, Merchant April 19 Claye & Son, Manchester
SMITH, ANNIE ELLEN, Brook Hall Chappel, Essex April 25 Freeman, Leyton
SUMNER, JOHN, Ormskirk April 1 Parr & Co, Ormskirk
SWARBRICK, JOHN, Poulton le Fylde April 10 Swarbrick, Poulton le Fylde
WEBB, JOHN EDGAR, Bromley Common, Printer April 7 Braby & Macdonald, Arundel st, Strand
WELLFORD, FRANCIS, Bowral, New South Wales May 10 Bell & Co, Great Trinity ln
WHITEHEAD, ALEXANDER, Bolton, Beerseller April 4 Russell & Russell, Bolton

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, March 4.

ADJUDICATIONS ANNULLED.

STEVENS, SIDNEY MACKENZIE, Bexhill, Sussex, Engraver Hastings Adjud Jan 21, 1897 Annul Feb 27, 1902
CHAPMAN, THOMAS, Lenham Heath, Kent Maidstone Adjud Nov 29, 1901 Annul Feb 26, 1902

London Gazette.—FRIDAY, March 7.

RECEIVING ORDERS.

ANYAN, NEWTON THOMAS, Gainsborough, Lincs, Hay Merchant Lincoln Pet March 4 Ord March 4
BASS, WALTER KIMBELL, Bangor, Timekeeper Bangor Pet March 1 Ord March 1
BERRY, ISABELLA, Chapel en le Frith, Derby, Licensed Victualler Stockport Pet March 4 Ord March 4
BETTS, WILLIAM, New Brompton, Butcher Rochester Pet March 4 Ord March 4
BLAND, HARRY, Leicester, Builder Leicester Pet Feb 20 Ord March 5
BOWKER, R H, York, Boot Dealer York Pet Feb 20 Ord March 3
BRISCO, PHILIP, Swansea, Grocer Swansea Pet March 3 Ord March 3
BROWNING, GEORGE, Gt Central Hotel, Marylebone rd High Court Pet Feb 10 Ord March 4
BURCHETT, WALTER CHARLES WILLIAM, Moss Side, nr Manchester, Boot Dealer's Manager Salford Pet March 4 Ord March 4
BYCROFT, SETH, Stickford, Lincs, Carpenter Boston Pet March 5 Ord March 5
COOPER, ARTHUR, Devonshire st, Mile End, Jobmaster High Court Pet Jan 24 Ord March 4
COPLEY, ROBERT JENKINSON, Barnsley, Drayman Barnsley Pet March 5 Ord March 5
COX, LEONARD ENGLISH, Frome, Somerset, Commercial Clerk Frome Pet March 4 Ord March 4
CRAVEN, ELIZABETH, Leeds, General Dealer Leeds Pet March 4 Ord March 4
CRAVEN, JAMES CAMBRIDGE, Leeds, General Dealer Leeds Pet March 4 Ord March 4
FRESTON, HAROLD, Nottingham, Paper Merchant Nottingham Pet March 5 Ord March 5
GOULDBURG JOSEPH, Leeds, Tailor Leeds Pet March 4 Ord March 4
HADIDA, HENRY, Coleman st, Financial Agent High Court Pet Feb 4 Ord March 4
HARRINGTON, JOHN, Newcastle on Tyne, Drysalter Newcastle on Tyne Pet Feb 17 Ord March 3
HENRY, JAMES, Stroud, Glos, Draper Gloucester Pet March 4 Ord March 4
JAGGER, ROBERT WILLIAM, Holbeck, Leeds, Painter Leeds Pet March 4 Ord March 4
JONES, ROBERT ELLIS, Dolwyddelen, Carnarvon, Quarryman Portmadoc Pet March 3 Ord March 3
KENNEDY, MYLES BRICE, Cheapside High Court Pet Feb 6 Ord March 5
LAMBOURNE, MARK, Headington, Oxford, Egg Dealer Oxford Pet March 5 Ord March 5
LOVETT, JOSEPH SADLER, Cricklade, Wilts, Solicitor Swindon Pet March 3 Ord March 3
LYDALL, JOHN FRENCH, John st, Bedford row, Solicitor High Court Pet Feb 12 Ord March 5
MCKNIGHT, JAMES, Blackburn, Draper's Assistant Blackburn Pet March 5 Ord March 5
METHVEN, JOHN, Walthamstow, Fishmonger High Court Pet March 5 Ord March 5
MITCHELL, HERBERT LEIGH, Old Kent rd High Court Pet Jan 27 Ord March 5
MORGAN, WILLIAM, Pontymister, Risca, Mon, Innkeeper Newport, Mon Pet March 4 Ord March 4
NUTTALL, JOSEPH, Bolton, Tripe Dealer Bolton Pet Feb 22 Ord March 5
PASS, JOSEPH JAMES, and GLADNEY VERDI OWEN, Manchester, Steamship Owners Liverpool Pet Dec 9 Ord March 5
PEARSALL, ROBERT, Hampton Hill, Architect High Court Pet March 3 Ord March 3
PERRY, WILLIAM AYLETT, Brighton, Professor of Music Brighton Pet March 5 Ord March 5
POSTON, JOHN, Welshpool, Montgomery, Boot Maker Newtown Pet Feb 15 Ord March 4
PRATTEN, ARTHUR, Nunney, Somerset, Farmer Frome Pet Feb 27 Ord March 4
PYATT, ALEXANDER WILLIAM, Seven Sisters rd, Holloway, Hatter High Court Pet March 4 Ord March 4
REDGRAVE, JOHN HERVEY, Regent House, Regent st, Electrical Engineer High Court Pet Feb 26 Ord March 5
RIGDEN, WILLIAM ATTWOOD, Bampton, Oxford, Solicitor Oxford Pet Feb 24 Ord March 5
ROBERTS, HUGH, Groesion, Carnarvon, Builder Bangor Pet March 3 Ord March 3
ROBINSON, JETHRO THOMAS, Tabernacle st, Licensed Victualler High Court Pet Feb 11 Ord March 3
SEARLE, WALTER STUART, Quorndon, Leicester, Builder Leicester Pet March 4 Ord March 4
SKINNER, TOM ROBERT, Buralem, Staffs, Hairdresser Hanley Pet March 4 Ord March 4
WHITELEY, HERBERT, Halifax, Innkeeper Halifax Pet March 3 Ord March 3
WILLIAMS, JAMES DAVIDSON, Aberystwyth, Builder Aberystwyth Pet Feb 19 Ord March 3
WILLIAMS, WILLIAM, Portmadoc, Coal Dealer Portmadoc Pet Feb 28 Ord Feb 28
WIX, HERBERT FREDERICK, East Walton, Norfolk, Dealer King's Lynn Pet March 4 Ord March 4
WOOD, HARRY, Kingston upon Hull, Watchmaker Kingston upon Hull Pet March 4 Ord March 4
WOOD, HENRY, Milton next Sittingbourne, Kent, Grocer Rochester Pet Feb 15 Ord March 3
WOODWARD, THOMAS, Carlton, Notts, Grocer Nottingham Pet March 4 Ord March 4

Amended notice substituted for that published in the London Gazette of Jan 21:

CRAWFORD, ARTHUR, Claverton st, Pimlico, Author Croydon Pet Dec 21 Ord Jan 14

FIRST MEETINGS.

AKGOVE, ALBERT, Reading, Commercial Traveller Mar 20 at 12 Queen's Hotel, Reading
BANNER, WILLIAM, East Harlsey, Yorks, Grocer Mar 17 at 11.30 Court house, Northallerton
BASS, WALTER KIMBELL, Bangor, Carnarvon, Timekeeper Mar 19 at 1 Ship Hotel, Bangor
BETTS, WILLIAM, New Brompton, Butcher Mar 17 at 11 115, High st, Rochester
BOWKER, R H, York, Boot Dealer Mar 19 at 1 Off Rec, The Red House, Duncombe pl, York
BROWNING, GEORGE, Marylebone rd Mar 18 at 12 Bankruptcy bldgs, Carey st
BURCHETT, WALTER CHARLES WILLIAM, Moss Side, nr Manchester, Boot Dealer's Manager Mar 14 at 2.30 Off Rec, Byrom st, Manchester
CHADWICK, AMMON BUCKLEY, Royton, nr Oldham, Licensed Victualler Mar 18 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
COOPER, ARTHUR, Devonshire st, Mile End, Jobmaster March 17 at 12 Bankruptcy bldgs, Carey st
COX, CHARLES HENRY, Craven Arms, Salop, Bookseller March 20 at 10 4, Copa sq, Leominster
CRAVEN, WILLIAM HOPPER, Hutton Buscel, Yorks, Farmer March 14 at 11.30 74, Newborough, Scarborough
CROOKES, JOSEPHUS, Sheffield, Joiner March 4 at 12 Off Rec, Figtree ln, Sheffield
CROSS, THOMAS SAMPTON, Cardiff, Baker March 15 at 11 117, St Mary st, Cardiff
DE HELBERT, F DE C HELBERT, Piccadilly March 18 at 12 Bankruptcy bldgs, Carey st
DOWER, ABEL, Redruth, Cornwall, Baker March 18 at 12 Off Rec, Boscawen st, Truro
ELLIS, HUGH, Mensi Bridge, Anglesey, Licensed Victualler March 19 at 12.30 Ship Hotel, Bangor
EVES, HENRY EDWARD, Ponders End, Grocer March 15 at 11.30 Off Rec, 95, Temple chmbrs, Temple av
GALLOWAY, MATTHEW, Kingston upon Hull, Farmer March 14 at 11.30 Off Rec, Trinity House ln, Hull
GAVIN, WILLIAM ALOYSIUS, Enfield, Publisher March 17 at 12 Off Rec, 95, Temple chmbrs, Temple av
HAINES, BRUCE ALFRED, Burton on Trent, Boot Maker March 14 at 3.15 Midland Hotel, Station st, Burton on Trent
LAMBERT, THOMAS, Nottingham, Hosiery Manufacturer March 17 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
LEAPMAN, SIDNEY, Eastbourne, Merchant March 25 at 2 Messrs Cole & Sons, Seaside rd, Eastbourne
LINNEY, THOMAS, Earl Shilton, Leicester, Hosiery Manufacturer May 14 at 12.30 Off Rec, 1, Berridge st, Leicester
LITTLEDALE, Rev CHARLES E, Shepperton March 14 at 12.30 24, Railway app, London Bridge
MANNING, FRANCIS, Blaina, Mon, Boot Dealer March 17 at 3 135, High st, Merthyr Tydfil
MORTIMER, FRANCIS WILLIAM, Paddington, Clerk in a Bank March 17 at 2.30 Bankruptcy bldgs, Carey st
OAKES, HARRY JOHN, East Dereham, Norfolk, Tailor March 15 at 12 Off Rec, 8, King st, Norwich
PEARSALL, ROBERT, Hampton Hill, Architect Mar 17 at 2.30 Bankruptcy bldgs, Carey st
PEXTON, JOHN HENRY, East Lutton, nr Driffield, Farmer March 14 at 12 Off Rec, Trinity House ln, Hull
POSTON, JOHN, Welshpool, Montgomery, Boot Maker March 15 at 1.30 Off Rec, 42, St John's hill, Shrewsbury
PYATT, ALEXANDER WILLIAM, Seven Sisters rd, Holloway, Hatter March 14 at 2.30 Bankruptcy bldgs, Carey st
REDGRAVE, JOHN H, Regent House, Regent st, Electrical Engineer March 17 at 12 Bankruptcy bldgs, Carey st
ROBERTS, HUGH, Groesion, Carnarvon, Builder March 19 at 2 Ship Hotel, Bangor
SEATON, ALFRED CHARLES, Fopstone rd, Earls Court March 17 at 11 Bankruptcy bldgs, Carey st
SENIOR, GEORGE, Kingston upon Hull Mechanical Engineer March 14 at 11 Off Rec, Trinity House ln, Hull
SUMNERS, FRANK, Abertillery, Mon, Butcher March 14 at 3 135, High st, Merthyr Tydfil
TREVISE, JOHN, St Just in Penwith, Cornwall, Grocer March 18 at 1.30 Off Rec, Boscawen st, Truro
WHITFIELD, JOHN HENRY, Thurlby, Lincs, Farmer March 14 at 12.30 The Angel Hotel, Bourne
WOOD, HENRY, Milton next Sittingbourne, Kent, Grocer March 17 at 11.30 115, High st, Rochester
WOOD, JOHN WILLIAM, Leek, Staffs, Builder March 14 at 11 Off Rec, 23, King Edward st, Macclesfield
WOODLEY & SON, E, Wimbledon, Builders March 17 at 11.30 24, Railway app, London Bridge

Amended notice substituted for that published in the London Gazette of Feb 25:

QUINCEY, EDWARD ROBERT, and THOMAS LINDLEY QUINCEY Kettering, Boot Manufacturers March 10 at 2.30 Royal Hotel, Kettering

ADJUDICATIONS.

ANYAN, NEWTON THOMAS, Gainsborough, Lincs, Hay Merchant Lincoln Pet March 4 Ord March 4

BERGSON, PHILIP, Barrow in Furness, Picture Framer Barrow in Furness Pet Feb 20 Ord March 5

BERRY, ISABELLA, Chapel en le Frith, Derby, Licensed Victualler Stockport Pet March 4 Ord March 4

BETTS, WILLIAM, New Brompton, Kent, Butcher Rochester Pet March 4 Ord March 4

BLAND, HARRY, Leicester, Builder Leicester Pet Feb 20 Ord March 5

BURCHETT, WALTER CHARLES WILLIAM, Moss Side, nr Manchester, Boot Dealer's Manager Salford Pet March 4 Ord March 4

BYCROFT, SETH, Stickford, Lincs, Carpenter Boston Pet March 5 Ord March 5

COPLEY, ROBERT JENKINSON, Barnsley, Drayman Barnsley Pet March 5 Ord March 5

COX, LEONARD ENGLISH, Frome, Commercial Clerk Frome Pet March 4 Ord March 4

CRAVEN, ELIZABETH, Leeds, General Dealer Leeds Pet March 4 Ord March 4

CRAVEN, JAMES CAMBRIDGE, Leeds, General Dealer Leeds Pet March 4 Ord March 4

CRAWFORD, ARTHUR, Claverton st, Pimlico, Author Croydon Pet Dec 21 Ord March 1

CROSS, THOMAS SAMPSON, Cardiff, Baker Cardiff Pet Feb 17 Ord Feb 27

DOBSON, WILLIAM WILLIAMS, Pwllheli, Carnarvon, Grocer Portmadoc Pet Dec 5 Ord March 3

FREESTON, HAROLD, Nottingham, Paper Merchant Nottingham Pet March 5 Ord March 5

GAVIN, WILLIAM ALOYSIUS, Enfield, Publisher Edmonton Pet Jan 30 Ord March 1

GOULDBURG, JOSEPH, Leeds, Tailor Leeds Pet March 4 Ord March 4

HENRY, JAMES, Stroud, Glos, Draper Gloucester Pet March 4 Ord March 4

HOPE, JOHN ALFRED, Workington, Iron Merchant Workington Pet Oct 29 Ord March 5

JAGGER, ROBERT WILLIAM, Holbeck, Painter Leeds Pet March 4 Ord March 4

JONES, ROBERT ELLIS, Dolwyddelen, Carnarvon, Quarryman Portmadoc Pet March 3 Ord March 3

KAPELLE, THOMAS, Bedford Bedford Pet March 1 Ord March 5

LAMBOURNE, MARK, Headington, Oxford, Butter Dealer Oxford Pet March 5 Ord March 5

LOVETT, JOSEPH SADLER, Cricklade, Wilts, Solicitor Swindon Pet March 3 Ord March 4

MACHIN, ALBERT, Longton, China Decorator Stoke upon Trent Pet Feb 24 Ord March 4

MCKNIGHT, JAMES, Blackburn, Drapers' Assistant Blackburn Pet March 5 Ord March 5

MARSON, JAMES ALBERT, Sheffield, Gent Sheffield Pet Feb 6 Ord March 5

METHVEN, JOHN, Walthamstow, Fishmonger High Court Pet March 5 Ord March 5

O'DONNELL, MICHAEL, Bolton, Fish Salesman Bolton Pet Jan 22 Ord March 4

PEARSALL, ROBERT, Hampton Hill, Architect High Court Pet March 3 Ord March 3

PRATTEN, ARTHUR, Nunney, Somerset, Farmer Frome Pet Feb 27 Ord March 4

PRESBLE WILLIAM GEORGE, Folkestone, Builder Canterbury Pet Jan 25 Ord March 4

PYATT, ALEXANDER WILLIAM, Seven Sisters rd, Holloway, Hatter High Court Pet March 4 Ord March 4

QUEENSBERRY, Marquess of, Corfe Castle, Dorset High Court Pet June 27 Ord March 3

ROBERTS, HUGH, Groeslon, Carnarvon, Builder Bangor Pet March 3 Ord March 3

ROSS, ALFRED, Clerkenwell, Builder High Court Pet Feb 1 Ord March 5

SEARLE, WALTER STUART, Quorndon, Leicester, Builder Leicester Pet March 4 Ord March 4

SKELSEY, GEORGE HENRY, Wepre, Flint, Company Director Chester Pet Dec 30 Ord March 1

SKINNER, TOM ROBERT, Burslem, Staffs, Hairdresser Hanley Pet March 4 Ord March 4

TIERNAN, JAMES, Poulton le Fylde, Builder Preston Pet Feb 6 Ord March 4

VAN DER WEYDE, HENRY, Regent st, Photographer High Court Pet Dec 18 Ord March 4

WENSLEY, HENRY, Cardiff, Hay Merchant Cardiff Pet Feb 11 Ord Feb 27

WHEATLEY, EDWARD WILLIAM, Broadway, Westminster, Licensed Victualler High Court Pet Feb 24 Ord March 3

WHITELEY, HERBERT, Halifax, Innkeeper Halifax Pet March 3 Ord March 3

WILLIAMS, JAMES DAVIDSON, Aberystwyth, Cardigan, Builder Aberystwyth Pet Feb 19 Ord March 4

WILLIAMS, WILLIAM, Portmadoc, Coal Dealer Portmadoc Pet Feb 28 Ord Feb 28

WIX, HERBERT FREDERICK East Walton, Norfolk, Dealer King's Lynn Pet March 4 Ord March 4

WOOD, HARRY, Kingston upon Hull, Watchmaker Kingston upon Hull Pet March 4 Ord March 4

WOODWARD, THOMAS, Carlton, Notts, Grocer Nottingham Pet March 4 Ord March 4

Amended notice substituted for that published in the London Gazette of Feb 21:

HAMPSON, WILLIAM JAMES, Woodley, Cheshire, Plumber Stockport Pet Feb 15 Ord Feb 18

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

ALLOWAY, FREDERICK DOUGLAS, Lincoln's inn fields, Solicitor High Court Rec Ord Aug 12, 1901 Adjd Oct 31, 1901 Rescc, Annul, and Dismissing Petn March 4, 1902

London Gazette.—TUESDAY, March 11.

RECEIVING ORDERS.

ANDERSON, THOMAS, Scarborough, Market Gardener Scarborough Pet March 7 Ord March 7

BLENKINSOPP, RICHARD, Consett, Durham Durham Pet Feb 24 Ord March 7

BRERETON, ARTHUR EDWARD, Kirkley, Lowestoft, Smackowner Gt Yarmouth Pet March 7 Ord March 7

BROWN, JOHN, Bradford, Butcher Bradford Pet March 6 Ord March 6

BROWN, SOLOMON, Leeds, Slipper Maker Leeds Pet March 6 Ord March 6

BURTON, EDWARD WRIGHT, Aylsham, Norfolk, Blacksmith Norwich Pet March 8 Ord March 8

CARTER, JOHN, Chester, Farmer Chester Pet March 8 Ord March 8

CREESE, WILLIAM EDWARD, Gloucester, Innkeeper Gloucester Pet March 7 Ord March 7

DEES, ROBERT WILLIAM, Mumbles, Glam, Solicitor Swansea Pet March 6 Ord March 6

DOCTOR & CO, ALFRED, Cheapside, Merchants High Court Pet Dec 4 Ord March 7

DUNKIN, JOHN, Chilham, Kent, Butcher Canterbury Pet March 6 Ord March 6

ELLIS, ROSA, St Leonards on Sea, Boarding House Proprietor Hastings Pet March 7 Ord March 7

GOSTLING, FREDERIC WALLIS, Oakley, Beds, Farmer Bedford Pet March 7 Ord March 7

GREENHILL, EDWARD COLEMAN, Pulborough, Sussex, Tailor Brighton Pet March 6 Ord March 6

GRIFFITHS, RICHARD THOMAS, Sutton St Michael, Hereford, Farmer Hereford Pet March 7 Ord March 7

GUTTRIDGE, THOMAS, Blackburn, Insurance Agent Blackburn Pet March 7 Ord March 7

HALL, WILLIAM, Swinton, Lancs, Draper's Assistant Salford Pet March 7 Ord March 7

HILL, CHARLES AUGUSTUS, Redditch, Fishing Rod Maker Birmingham Pet March 4 Ord March 4

JONES, DAVID, Llanidloes, Montgomery, Farmer Newtown Pet March 6 Ord March 6

MICKLETHWAITE, GEORGE, Wakefield, Commission Agent Wakefield Pet March 7 Ord March 7

MITCHELL, JOSEPH, St Columb Minor, Cornwall, Hairdresser Truro Pet March 8 Ord March 8

NIGHTINGALE, ALFRED MOSES, Hastings, Grocer Hastings Pet March 7 Ord March 7

NIGHTINGALE, GEORGE, Kensington gdns sq, Bayswater, Advertising Agent High Court Pet March 7 Ord March 7

NEWELL, GEORGE, Mitcham, Corn Chandler Croydon Pet March 5 Ord March 5

RANDALL, HERBERT WILLIAM, Walsall, Baker Walsall Pet March 6 Ord March 6

REED, WILLIAM, Swansea, Grocer Swansea Pet March 8 Ord March 8

RUTHERFORD, CUTHBERT, South Shields, Doctor Newcastle on Tyne Pet March 7 Ord March 7

RYE, THOMAS ALLEN, Wellingborough, Grocer Northampton Pet March 4 Ord March 4

SIMONS, ELIAS, Cardiff, Licensed Victualler Cardiff Pet March 4 Ord March 4

SINGLETON, RICHARD, Cockerham, nr Lancaster, Farmer Preston Pet Feb 15 Ord March 7

STAPYLTON, JOHN, Sidcup, Kent, Licensed Victualler High Court Pet Jan 22 Ord March 6

STEAD, JOSEPH WILLIAM, Leeds Travelling Draper Leeds Pet March 7 Ord March 7

TAYLOR, THOMAS, Barrow in Furness, French Polisher Barrow in Furness Pet March 8 Ord March 8

THURMAN, CLEMENT ROBERT, Glynneath, Glam, Engineer Aberavon Pet March 7 Ord March 7

THURMAN, HENRY, Millbrook, Stalybridge, Farmer Ashton under Lyne Pet Feb 17 Ord March 7

VAUGHAN, LIONEL WILLIAM GEORGE, New North rd, Hoxton, Draper High Court Pet Feb 12 Ord Mar 6

VINCENT, FREDERICK, Sheffield, Builder Sheffield Pet Feb 13 Ord March 6

WAITE, GEORGE BENJAMIN, Royton, Lancs, Stone Dealer Oldham Pet March 6 Ord March 6

WALLIS, RANSOME, Epsom, Merchant Croydon Pet Feb 15 Ord March 4

WATHES, CHARLES, Sparkhill, Worcester, Butcher's Manager Birmingham Pet March 8 Ord March 8

WHEATON, HENRY THOMAS, Exeter Exeter Pet March 1 Ord March 1

WILLIS, E T, New Malden, Surrey, Builder's Merchant Kingston, Surrey Pet Jan 10 Ord March 6

WOODLEY, E. & SON, Wimbledon, Builders Kingston, Surrey Pet Jan 10 Ord Feb 13

FIRST MEETINGS.

AUSTIN, CHARLES, Rodbourne Cheney, Wilts, Road Car Proprietor March 19 at 11.30 Off Rec, 33, Regent circus, Swindon

BARLOW, LOUIS, Stourbridge, Grocer March 18 at 12 Off Rec, Wolverhampton st, Dudley

BLAND, HARRY, Leicester, Builder March 19 at 12.30 1, Berridge st, Leicester

BROWN, JOHN, Bradford, Butcher March 20 at 11 Off Rec, 31, Manor row, Bradford

CHATE, WALTER JOHN, Liverpool March 20 at 2.30 Bankruptcy bldgs, Carey st

COPLEY, ROBERT JENKINSON, Barnsley, Drayman March 18 at 10.15 Off Rec, Regent st, Barnsley

COX, LEONARD ENGLISH, Frome, Commercial Clerk March 19 at 11.45 Off Rec, 26, Baldwin st, Bristol

CRAVEN, ELIZABETH, Leeds General Dealer March 18 at 11.30 Off Rec 22, Park row, Leeds

CRAVEN, JAMES CAMBRIDGE, Leeds, General Dealer March 18 at 11 Off Rec, 22, Park row, Leeds

CREESE, WILLIAM EDWARD, Gloucester, Innkeeper March 18 at 10.30 Off Rec, Station rd, Gloucester

DOCTOR & CO, ALFRED, Cheapside, Merchants March 20 at 12 Bankruptcy bldgs, Carey st

DUNKIN, JOHN, Chilham, Kent, Butcher March 20 at 9.15 Off Rec, 68, Castle st, Canterbury

GOULDBURG, JOSEPH, Leeds, Tailor March 19 at 11.30 Off Rec, 22, Park row, Leeds

GREENHILL, EDWARD COLEMAN, Pulborough, Sussex, Tailor March 20 at 3 Off Rec, 4, Pavilion bldgs, Brighton

GREGORY, HUGH THOMAS, Redditch, Coachbuilder March 21 at 11 174, Corporation st, Birmingham

HADIDA, HENRY, Coleman st, Financial Agent March 19 at 2.30 Bankruptcy bldgs, Carey st

HALL, EDWIN NASH, Walsall, Patent Leather Dresser March 18 at 11 Off Rec, Wolverhampton

HALLATT, JOHN JONES, Walsall, Cutler March 19 at 11 174, Corporation st, Birmingham

HARRINGTON, JOHN, Newcastle on Tyne, Drysalter March 18 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

HARRIS, RICHARD, Gorleston, Norfolk, Butcher March 21 at 12.30 Off Rec, 8, King st, Norwich

HARVEY, ELI, Bloxwich, Staffs, Grocer March 18 at 11.30 Off Rec, Wolverhampton

HAY, GEORGE THISSACH, Cambridge March 19 at 10.30 Off Rec, 5, Petty Cury, Cambridge

HAYLLAR, ALFRED ALLEYNE DINSDALE, Minehead, Somerset March 19 at 12.30 Off Rec 5B, Hammet st, Taunton

HUBBARD, ALFRED SLEIGHT, Walsall, Milliner March 21 at 11 Off Rec, Wolverhampton

JAGGER, ROBERT WILLIAM, Holbeck, Leeds, Painter March 19 at 11 Off Rec, 22, Park row, Leeds

JAMES, GEORGE, Hirwain, Glam, Labourer March 19 at 1 135, High st Merthyr Tydfil

JONES, DAVID, Llanidloes, Montgomery, Farmer March 20 at 12.15 1, High st, Newtown

MERRYWEATHER, WILLIAM HENRY, Middlesbrough, Labourer March 21 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

MOORE, GEORGE, Great Yarmouth Mar 22 at 1 Off Rec, 8, King st, Norwich

MORGAN, WILLIAM, Risca, Mon, Innkeeper Mar 18 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon

NEWMAN, JAMES, Evenlode, Worcester, Builder Mar 20 at 3.15 County Court bldgs, Cheltenham

NUTTALL, JOSEPH, Bolton, Tripe Dealer Mar 19 at 3 19, Exchange st, Bolton

PERRY, WILLIAM AYLETT, Brighton, Professor of Music Mar 19 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

POCOCK, ELIZABETH, Pontypool, Mon, Furniture Dealer Mar 18 at 11 Off Rec, Westgate chmbrs, Newport, Mon

PRATTEN, ARTHUR, Nunney, Somerset, Farmer Mar 19 at 11.30 Off Rec, 26, Baldwin st, Bristol

ROBINSON, JETHRO THOMAS, Tabernacle st, Licensed Victualler March 19 at 12 Bankruptcy bldgs, Carey st

RYE, THOMAS ALLEN, Wellingborough, Grocer March 19 at 12 Off Rec, Bridge st, Northampton

SCAMMELL, EMMA, and HANNAH SCAMMELL, Cowe, Costumiers March 24 at 2.30 19, Quay st, Newport, I of W

SEARLE, WALTER STUART, Quorndon, Leicester, Builder March 18 at 12.30 Off Rec, 1, Berridge st, Leicester

SINGLETON, RICHARD, Cockerham, nr Lancaster, Farmer March 18 at 11 Off Rec, 14, Chapel st, Preston

SKINNER, TOM ROBERT, Burslem, Staffs, Hairdresser March 18 at 12 Off Rec, King st, Newcastle under Lyme

THOMAS, ALFRED JAMES, Waunllwyd, Mon, Grocer's Manager March 18 at 3 135, High st, Merthy Tydfil

TIERNAN, JAMES, Poulton le Fylde, Lancs, Builder March 20 at 11 Off Rec, 14, Chapel st, Preston

TAUEMAN, HENRY, Stalybridge, Farmer March 19 at 2.30 Off Rec, Byrom st, Manchester

WHEATON, HENRY THOMAS, Exeter March 20 at 10.30 Off Rec, 13, Bedford circus, Exeter

WOOD, HARRY, Kingston upon Hull, Watchmaker March 18 at 11 Off Rec, Trinity House ln, Hull

WOODWARD, THOMAS, Carlton, Notts, Grocer March 18 at 3 Off Rec, 4, Castle pl, Park st, Nottingham

Amended notice substituted for that published in the London Gazette of Feb 28:

MANNERS, GEORGE ROBERT, Holme on Spalding Moor, Yorks, Saddler March 7 at 11 Off Rec, Trinity House ln, Hull

ADJUDICATIONS.

ANDERSON, THOMAS, Scarborough, Market Gardener Scarborough Pet March 7 Ord March 7

BEAGLE, GEORGE HENRY, Lincoln Lincoln Pet Feb 19 Ord March 7

BRERETON, ARTHUR EDWARD, Kirkley, Lowestoft, Smackowner Gt Yarmouth Pet March 7 Ord March 7

BROWN, JOHN, Bradford, Butcher Bradford Pet March 6 Ord March 6

BROWN, SOLOMON, Leeds, Slipper Maker Leeds Pet March 6 Ord March 6

BURTON, EDWARD WRIGHT, Aylsham, Norfolk, Blacksmith Norwich Pet March 8 Ord March 8

CARTER, JOHN, Chester, Farmer Chester Pet March 8 Ord March 8

COCKBILL, WILLIAM, Erdington, Warwick, Grocer Birmingham Pet Feb 18 Ord March 5

CREESE, WILLIAM EDWARD, Gloucester, Innkeeper Gloucester Pet March 7 Ord March 7

DEES, ROBERT WILLIAM, Mumbles, Glam, Solicitor Swansea Pet March 6 Ord March 6

DUNKIN, JOHN, Chilham, Kent, Butcher Canterbury Pet March 6 Ord March 6

ELLIS, ROSA, St Leonards on Sea, Boarding House Proprietor Hastings Pet March 7 Ord March 7

GOSTLING, FREDERIC WALLIS, Oakley, Beds, Farmer Bedford Pet March 7 Ord March 7

GREENFIELD, WILLIAM, Weybridge, Builder Kingston, Surrey Pet Feb 13 Ord March 5

GREENHILL, EDWARD COLEMAN, Pulborough, Sussex, Tailor Brighton Pet March 6 Ord March 6

GUTTRIDGE, THOMAS, Blackburn, Insurance Agent Blackburn Pet March 7 Ord March 7

HALL, WILLIAM, Swinton, Lancs, Draper's Assistant Salford Pet March 7 Ord March 7

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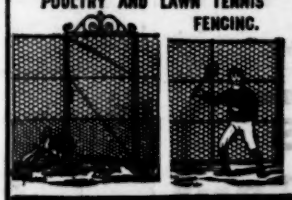

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MICKLETHWAITE, GEORGE, Wakefield, Commission Agent Wakefield Pet March 7 Ord March 7
MITCHELL, JOSEPH, St Columb Minor, Cornwall, Hairdresser Truro Pet March 8 Ord March 8
NEWELL, GEORGE, Mitcham, Corn Chandler Croydon Pet March 5 Ord March 5
NIGHTINGALE, ALFRED MOSES, Hastings, Grocer Hastings Pet March 7 Ord March 7
POSTON, JOHN, Welshpool, Montgomery, Boot Dealer Newtown Pet Feb 15 Ord March 7
REED, WILLIAM Swansea, Grocer Swansea Pet March 8 Ord March 8
SIMONS, ELIAS, Cardiff, Licensed Victualler Cardiff Pet March 4 Ord March 4
STEAD, JOSEPH WILLIAM, Leeds, Travelling Draper Leeds Pet March 7 Ord March 7
STEPHENSON, WILLIAM, West Ayton, nr Scarborough, Tailor Scarborough Pet Dec 20 Ord March 7
TAYLOR, THOMAS, Barrow in Furness, French Polisher Barrow in Furness Pet March 8 Ord March 8
THORNE, EDWIN RICHARD, Orpington, Kent, Builder Croydon Pet Feb 17 Ord March 4
TWISSE, THOMAS, Breightmet, nr Bolton, Finisher Bolton Pet Feb 6 Ord March 6
VINCENT, FREDERICK, Sheffield, Builder Sheffield Pet Feb 13 Ord March 7
WAITE, GEORGE BENJAMIN, Royton, Lancs, Stone Dealer Oldham Pet March 6 Ord March 6
WATHES, CHARLES, Sparkhill, Butcher's Manager Birmingham Pet March 8 Ord March 8
WHEATON, HENRY THOMAS, Exeter Pet March 1 Pet March 1
WINTER, HENRY RYLAND, Addle st High Court Pet Dec 3 Ord March 7
WORSLEY, JOHN JOSEPH, Portland, Builder Warrington Pet Jan 18 Ord March 8

Amended notice substituted for that published in the London Gazette of Feb 21:

GILSON, ROBERT CROW, Walthamstow, Furniture Porter High Court Pet Feb 17 Ord Feb 17

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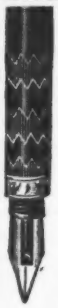

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